

COCA
WINE.

ARMBRECHT.

COCA
WINE.

FOR FATIGUE OF MIND AND BODY.

PARTICULARLY RECOMMENDED TO PROFESSIONAL
GENTLEMEN.FOR SINGERS AND PUBLIC SPEAKERS IT IS
INVALUABLE.A Sample Bottle of the Wine, containing 10 ounces, and also a
Sample Box of Coca Lozenges, will be sent free on receipt
of professional card.

Professional price, carriage paid, 38s. per dozen;

20s. half a dozen.

Pamphlets and certificates on application.

ARMBRECHT, NELSON, & CO.,
DUKE STREET, GROSVENOR SQUARE, LONDON, W.
LEGAL AND GENERAL LIFE ASSURANCE
SOCIETY.

ESTABLISHED OVER HALF CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,THE
PERFECTED
OF
LIFE
ASSURANCE.AND
SECURE.

TOTAL ASSETS, £2,692,000. INCOME, £303,000.

The Yearly New Business exceeds ONE MILLION.

DIRECTORS.

Bacon, The Right Hon. Sir James.
Blake, Fredk. John, Esq.
Brooks, William, Esq. (Basingstoke).
Davey, Sir Horace, Q.C.
Deane, The Right Hon. Sir James Parker,
Q.C., D.C.L.
Dickinson, James, Esq., Q.C.
Ellis, Edmund Henry, Esq.
Garth, The Right Hon. Sir Richard.
Harrison, Chas., Esq.
Kekewich, The Hon. Mr. Justice.
Lopes, The Right Hon. the Lord Justice.
Masterman, H. Chauncy, Esq.
Mathew, The Hon. Mr. Justice.Meek, A. Grant, Esq. (Devizes).
Mellor, The Right Hon. John W., Q.C.,
M.P.
Mills, Richard, Esq.
Morrell, Frederic P., Esq. (Oxford).
Pemberton, Henry Leigh, Esq.
Pennington, Richard, Esq.
Rowcliffe, Edward Lee, Esq.
Saltwell, William Henry, Esq.
Wilde, Spencer C., Esq.
Williams, G. Reynolds, Esq.
Williams, Romer, Esq.
Williams, William, Esq.

VOL. XXXVII., No. 24.

The Solicitors' Journal and Reporter.

LONDON, APRIL 15, 1893.

Contents.

CURRENT TOPICS.....	397	LAW STUDENTS' JOURNAL.....	405
CONCERNING THAT "POINT OF PRAC- TICE".....	399	NEW ORDERS, &c.....	406
COVENANTS FOR TITLE.....	400	LEGAL NEWS.....	406
LEGISLATION IN PROGRESS.....	401	COURT PAPERS.....	406
REVIEWS.....	403	WINDING UP NOTICES.....	413
CORRESPONDENCE.....	403	CREDITORS' NOTICES.....	413
LAW SOCIETIES.....	405	BANKRUPTCY NOTICES.....	414

Cases Reported this Week.

<i>In the Solicitors' Journal.</i>		<i>Cheston v. Wells</i>	374
A Solicitor, In the Matter of.....	405	Eastern and Australian Steamship Co., In re.....	373
Benno Jaffi and Darmstadter Lanolin Fabrik v. Richardson & Co. (Lim.)..	401	Hick v. Raymond & Reid.....	361
De Bernales v. The "New York Herald".....	404	Johnson v. Diprose.....	371
Henderson v. Newcastle and Gateshead Gas Co.....	403	Lock v. Pearce.....	360
Miller, Re, Ex parte Official Receiver..	401	Mayor, Aldermen, and Burgesses of Southport v. Morris.....	362
<i>In the Weekly Reporter.</i>		McKenzie v. Day.....	361
Ashmead, Ex parte, In re Nance.....	370	Mining Shares Investment Co., In re... Rassam v. Budge.....	376 377
Baker v. Williams.....	375	Reg. v. Justices of Gloucestershire; Reg. v. Licensing Justices of Bristol; Reg. v. Kennedy.....	379 380 380
		Wythes, In re, West v. Wythes.....	375

CURRENT TOPICS.

IT IS NOTIFIED that on and after Monday, the 24th inst., the business of the Middlesex Deeds Department of the Land Registry will be conducted at No. 33, Lincoln's-inn-fields.

AS IS USUALLY the case when actions in the Chancery Division are advanced by means of a transfer, or, as in the case of the "selected list," by means of selection, parties are not prepared for the hearing. Mr. Justice CHITTY, partly by reason of this condition of affairs, had disposed of his paper by twelve o'clock on the first day of the sittings, and on Thursday, the third day, the remainder of the ten actions originally assigned to him were in the day's paper. At this rate it will shortly be necessary to make a new selection.

MR. JUSTICE WRIGHT is also nearly out of work; the greater part of the actions recently transferred to him have been, for various reasons, postponed for stated periods or until after stated dates. The last of the cases ready for hearing were in Friday's paper, and it is a question whether the learned judge may not have to intermit for a few days his sittings in the Chancery Division.

THE NEW RULES under the Companies (Winding-up) Act, 1890, which we printed last week contain a provision the validity of which is very much open to doubt. "When," so runs rule 2, "a petitioner consents to withdraw his petition or to allow it to be dismissed or the hearing adjourned, the court may, upon such terms as it may think just, substitute as petitioner any creditor or contributory who, in the opinion of the court, would have a right to present a petition, and who is desirous of prosecuting the petition." Assuming that when a company has once been brought before the court on a petition the function of the court is to wind it up as speedily as possible, nothing could be more satisfactory than this. Here is a craven-hearted fellow of a petitioner who, having come within the precincts of the court, is so forgetful of his duty as to settle his account with the company and go home. This may do for the petitioner and the company, but it will not do for the court. What can be simpler, then, than to find another creditor who, although he might think twice before presenting a petition on his own account, will be willing to carry on the existing petition, and so bar the luckless company's escape? Simple, no doubt, but the rule quite misconceives the position of the petitioner in the matter. After the winding up has been ordered, this, of course, takes place on behalf of all the creditors, but till an order has been made the litigation is between the petitioner and the

company. If he is a creditor he petitions on his own account and in respect of his own debt, not on behalf of the other creditors, and it is not easy to see how, under a mere rule, one of these can be substituted in his place as the originator of the litigation.

THE FACILITY with which a court may be misled into altering an old and well-established practice is exemplified in the case of *Re New Zealand Trust and Loan Co.* (1893, 1 Ch. 407). Among other points, it was suggested in argument that in vesting in new trustees the right to transfer stock, it is improper to go on to direct them to transfer the stock into their own names, and Lord Justice LINDLEY is reported to have said, on the authority of Tripp's Forms, that "it is better that the order should not go on to direct the trustees to transfer" into their own names, as in the form in Seton, 5th ed., p. 1035. Seeing that this particular form, together with numerous others in the same section of Seton, were settled by the late Master of the Rolls (Seton, 4th ed., p. 503), and that there is no reason to suppose that the forms in Tripp have received so high a sanction, and that the form in Seton has been in use, without any question, for upwards of sixteen years, it seems late in the day to suggest a change. The principle, in pursuance of which the order to vest the stock in the new trustees is made, appears to be based on the idea of taking it out of the power of the Bank of England or of the company whose stock it is to raise any question which might suggest itself as to the title to the stock if it were not vested in these general terms. After the direction for vesting, the court, which has for the time being *quasi-seisin* of the trust, goes on to direct the trustees to exercise the power they then have by transferring the stock into their own names. And when we regard the words of the 6th section of the Trustee Extension Act (15 & 16 Vict. c. 55), which run as follows, "and the person or persons so appointed shall be authorized and empowered to execute all deeds and powers of attorney, and to perform all acts relating to the transfer of such stock into his or their own name or names or otherwise, to the extent and in conformity with the terms of the order," it appears to be at least admissible, if not essential, that some such direction as that objected to should form part of the order. It is to be regretted that the attention of Lord Justice LINDLEY was not more precisely directed to the wording of this section, as the words attributed to him appear to indicate an intention of altering this old form.

THE FINAL report of the Royal Commission on Mining Royalties was not obtainable on Thursday, but it may no doubt be assumed that the abstract of the report which the *Times* published on Saturday was substantially correct. In these days of grandmotherly legislation, when tenants in general are assumed to be in the same position as infants and idiots as regards capacity to make bargains, it is refreshing to find that there is at all events one class of tenants' contracts which it is not proposed to prohibit or annul. The commissioners report that "they are of opinion that the system of royalties has not interfered with the development of the mineral resources of the United Kingdom or with the export trade in coal with foreign countries; and that they do not consider that the 'terms and conditions under which these payments are made' are, generally speaking, such as to require interference by legislation." We need hardly say that we heartily concur in this view. Nothing can be fairer in principle than the system of royalties. The landlord simply takes a small proportion of the value of the minerals got by the tenant, and to induce the tenant to work the minerals reserves a fixed dead rent supposed to be calculated on the minimum of the royalties on the minerals which the tenant may fairly be expected to get in each year. And in the case of most mineral leases it is provided that if the dead rent for any year exceeds the royalties on the minerals actually got in that year, the tenant shall be at liberty, without paying any further royalty, to get so much coal, either during the remainder of the term or during a specified number of years, as at the royalties reserved will make up the undergettings of the previous year. The outcry against the system has arisen from the improvidence of mining

tenants in taking leases for long terms at minimum rents and royalties based upon the price of the minerals at the date of the lease; that price subsequently steadily falls, and the proportion which the landlord's share of the value of the minerals got bears to the share of the tenant continually increases. Looked at as a bargain whereby the landlord reserves as rent a certain proportion of the value of the minerals got by the tenant, there is no doubt something to be said about the unfairness of this result; and we are rather surprised to see no suggestions made by the commissioners in favour of the more general use of sliding scale royalties and dead rents—that is, rents and royalties varying according to the price of the minerals got. Such rents and royalties received statutory sanction in section 8 of the Settled Land Act, 1890; they are, we believe, rather rapidly coming into use, and their general adoption would undoubtedly deprive the system of mineral leases of even the semblance of unfairness.

THE SUGGESTIONS of the commissioners are mainly devoted to greater facilities being given for granting mineral leases, but they recommend that "some remedy should be provided for cases in which a lessee may be prevented, by causes beyond his own control, from working the minerals he has taken, and also for cases of certain restrictions upon the assignment and surrender of mineral leases." Until we have the report before us *in extenso*, it is not very easy to understand what is meant by these recommendations. The first may possibly suggest a legislative enforcement of the clauses as to accidents and strikes which are occasionally inserted in mineral leases, although the terms of the recommendation seem to apply only to cases where the lessee is prevented from working at all. The last recommendations, as to cases of restrictions upon the assignment and surrender of mineral leases, unless they are very carefully guarded, are likely to lead to grave injury and injustice if they are carried out by legislation. With regard to wayleaves, the commissioners are of opinion that owners of mineral property unreasonably debarred from obtaining access to the nearest or most convenient public railway, canal, or port, or from obtaining underground easements on fair terms, ought not to be left without remedy, and they make suggestions with that object. Here, again, until we know the nature of these suggestions, it is impossible to judge of the scope of the proposal. But the question of the terms on which underground easements should be acquired by compulsion through, say, a portion of an unworked seam of coal belonging to a different owner, does not appear to be a very easy one to settle.

SEVERAL RECENT decisions shew the importance of the benefits conferred upon trustees by the provisions of the Trustee Act, 1888, and notably by section 8, which enables a trustee in certain cases to plead the Statute of Limitations. This cannot be done where the claim against the trustee is founded upon any fraud or fraudulent breach of trust to which the trustee was a party, or where it is to recover trust property or the proceeds thereof still retained by the trustee, or previously received by him and converted to his use, but otherwise he can plead the lapse of time as a bar to the action in the same manner as if the claim had been against him in an action of debt for money had and received. The effect of the exception where the trustee has received and converted the money to his own use was considered under somewhat singular circumstances in *Re Gurney, Mason v. Mercer* (1893, 1 Ch. 590). Two trustees, A. and B., on the 21st of March, 1878, made an advance of £10,000 belonging to the trust estate to C. upon insufficient security. B. was a partner in a banking firm of which C. was a customer, and to which he was indebted in a sum exceeding £14,000. The sum of £10,000 was paid to the account of C. with the bank, and so in reduction of his debt. Upon these facts it was argued that the money had been received by B. and converted to his use within the meaning of the section, but ROMER, J., was of opinion that so to hold would be a perversion of language. Practically, of course, the money was paid to the mortgagor, and by him to the bank, and when it came to the bank the trustee held the mortgage security as representing the trust estate. Where a beneficiary

alleges that the trustee still holds some of the property, it appears from the case of *Re Page, Jones v. Morgan* (41 W. R. 357), that proof must be given of this, and the trustee cannot be called upon for an account after the expiration of the statutory period. There a trustee admitted that he had received the trust estate, but he alleged that he had expended the whole of it in maintaining the plaintiff during his infancy. The plaintiff attained twenty-one in 1880, and brought an administration action, in which he claimed an account, in May, 1892. NORTH, J., held that he was barred.

WHERE THE trustee is not chargeable with fraudulent conduct, or with still holding the trust property, or with having converted it to his own use, he can plead the statute, and then the important point is to determine when time begins to run in his favour. As observed above, he can plead the lapse of time in the same manner as if the claim were in an "action of debt for money had and received." This phrase is obviously open to objection, and the Trustee (Consolidation) Bill, now in the House of Lords, proposes to substitute "action for money had and received," which is more intelligible. But in any case it would seem that the date when time would begin to run against such an action is the date when the trustee last had the money in his possession. When, therefore, the action is brought in respect of an improper investment the statute begins to run from the moment when the investment is made. The possible alternative view, that it runs only from the time when the security is found to be insufficient and an actual loss occurs, receives no countenance either from *Re Gurney* (*supra*) or from the case of *Somerset v. Earl Poulett*, recently decided by KEENE, J. In each the only date on which reliance seems to have been placed was the date of investment. Time, however, does not begin to run against any beneficiary until his interest is an interest in possession, and so it may frequently happen that a tenant for life will be barred while the remaindermen will still be able to maintain their action. In *Somerset v. Earl Poulett*, where this occurred, the tenant for life had instigated the investment complained of, and the trustees protected themselves to a certain extent by obtaining an order to impound his interest under section 6 of the Act.

THE CASE of *Re Evans* (1893, 1 Ch. 252) suggests that in any future revision of the Rules of Court it will be expedient to provide for personal service of notices of motion for attachment. Before the Judicature Acts the difference between committal and attachment seems to have been well established. A man was committed for doing what he ought not to do, and attached for not doing what he was ordered to do (see Mr. Registrar LAVIE's report, *ibid.*, p. 260). For a sin of commission he was conducted by the tipstaff to Holloway; for a sin of omission he was lodged by the sheriff in the county gaol. But a more important distinction was that, since the omission depended on a former order of the court requiring the doing of a specific act, the punishment of attachment followed, without any fresh order, by merely producing to the proper officer evidence of the default. There being thus no further intervention of the court, no notice to the offender was required. Committal, on the other hand, required an express order of the court. If the offender was in court this, of course, was enough; but if the order was made on notice of motion, personal service was required. To a certain extent the distinction between attachment and committal was abolished by R. S. C., ord. 42, r. 7, which provides that a judgment requiring any person to do any act other than the payment of money, or to abstain from doing anything, may be enforced by writ of attachment or by committal; but apparently any case, such as a breach of an undertaking, not depending on the enforcement of the order, is unaffected by the rule (see Mr. LAVIE's Report, *supra*). The point of chief importance, however, is that a writ of attachment cannot now be issued without notice. R. S. C., ord. 42, r. 2, requires the leave of the court to be first obtained, such leave to be applied for on notice to the party against whom the attachment is to be issued. It would have been well if the rule had gone further and required personal

service of the notice, but it did not, and hence it has been held sufficient to serve it on the solicitor on the record: *Browning v. Sabin* (5 Ch. D. 511); or, in cases coming within ord. 67, r. 4, by filing it with the proper officer: *Re Morris* (44 Ch. D. 151). This procedure was held to be correct in *Re Evans*, but as LINDLEY, L.J., remarked, it is a strong thing to put a man in prison without his having notice of the application, and it would be reasonable to require personal service in all cases where the liberty of the subject is in question.

THE (anything but burning) question of the horrible draughts in the court of Mr. Justice CHITTY was again mentioned on Tuesday. One of the chief causes appears to be the habit that many inconsiderate people have of standing just inside the gangway of the court and holding the curtains open. Two plans were suggested which might to a certain extent ameliorate this nuisance. It was proposed that the curtains should be placed between the exterior and interior folding doors instead of just inside the interior doors, as at present. If left as they are they should certainly be securely fastened at each side for their entire length, so as only to open in the middle, in which case they would be more likely to fall together and keep closed. It was also suggested that a marked list of cases should be kept outside the court, as a great deal of noise, confusion, and draught is caused by solicitors' and barristers' clerks and boys who keep running in and out to see the state of the paper. This was said to be impracticable on a motion day; but we fail to see why the daily cause list for the chancery courts should not contain a list of the inner bar, each name being printed twice in the order of seniority, with the words "Outer Bar" at the foot. The usher would have no difficulty in marking off such a list. A small blank space could, if necessary, be left for the names of any outside leaders who might come in and move. Such marked lists are now kept outside the Divorce Courts and outside the Chancery Courts when used as judges' chambers on Mondays, and we very strongly welcome the suggestion that this should be done on every day of the week.

CONCERNING THAT "POINT OF PRACTICE."

WE hope that before long an authoritative decision will be obtained on the point of practice which we propounded in a previous issue (*ante*, p. 252), and which is referred to (*ante*, p. 385) in a letter from a firm of solicitors practising in the Blackburn District Registry. It does not appear to us to involve any problem of overwhelming difficulty. Indeed, we will even go so far as to say that we cannot understand how there can be any doubt about it. And yet, strange to say, not one, or two only, but several district registrars of the High Court, in the exercise of their important functions, are in the regular habit of taking on this point the opposite course to that which alone appears to us consistent with common sense. Let us regard the matter from the point of view of a district registrar who takes the course which appears to us to be the wrong one.

One of his daily duties is to sign judgment in default of appearance under order 13 of the Rules of the Supreme Court. He is well aware that in every case in which the defendant resides outside his district such defendant has the option of appearing either in the district registry or in London (ord. 12, r. 5). When the plaintiff's solicitor, therefore, applies to him to sign judgment in default of appearance he knows that there is the possibility of appearance having been entered in London. Supposing, as is usually the case, the application to sign judgment is made to him on the ninth day after service of the writ, inclusive of the day of service, he is aware that the defendant, if he appeared in London on the previous day, was bound to send notice of his appearance to the plaintiff's solicitor. He is also aware that if an appearance has been entered in London an official sealed copy of such appearance has been sent to him from the London office, and that it is his duty to enter in his cause book a memorandum of the appearance having been entered in London, and to transmit to London the writ and a copy of entries in his cause book (ord. 12, r. 7; ord. 35, r. 20). If he

knows his duty, this is the state of his official mind at the moment when the plaintiff's solicitor applies to him to sign judgment in default of appearance. The first step towards signing judgment in default of appearance is to search for appearance. There is no rule providing for this, but it is an essential necessity because the order governing the practice in default of appearance commences with the words, "Where any defendant fails to appear" (ord. 13, r. 2); and, moreover, a fee of one shilling is fixed for this particular search by the order as to fees (Supreme Court Fee, No. 45). He is, therefore, bound to search for appearance. In the cases to which we refer he finds that an appearance has been entered in London. He has received official notice from London of the fact, and also a sealed copy of the appearance which he has duly recorded in the cause book. His search, therefore, tells him that there is no default of appearance at all. The plaintiff's solicitor, however, insists on his right to sign judgment in default because no notice of the appearance has been sent to him. Our district registrar signs the judgment in default of appearance, though he knows all the time perfectly well that an appearance has been duly entered. The first words of the judgment which he signs are: "The defendant not having appeared to the writ of summons herein," &c. Those words are in this case absolutely false, and they are false to the knowledge of the official who signs the judgment. What has he to say in extenuation of that wilfully false statement, which, be it remembered, is the act of the court? Let us put the strongest case we can in his defence. The defendant failed to give notice of his appearance to the plaintiff's solicitor within the district as he was bound to do (ord. 12, r. 9), and in a case where such a notice was not duly given, the Court of Appeal held that although the appearance had, in fact, been entered in London, the judgment entered in the district registry ought not to be set aside (*Smith v. Dobbin*, 26 W. R. 122, L. R. 3 Ex. D. 338).

That would be a very good defence if the circumstances of the decided case were the same as the hypothetical case which we are considering. But the circumstances are not the same. In the first place, in *Smith v. Dobbin* neither the district registrar nor the plaintiff's solicitor had, or could have had, any knowledge of the fact that an appearance had been entered in London. They did nothing wrong. The registrar made no false statement knowing it to be false. The defendant was the only person from whom notice of the appearance could come, and he failed to give it. Since that case was decided the Practice Masters have made a regulation, within their power to make, that immediately on an appearance being entered in London to a district registry action, a sealed copy of such appearance shall be sent by post from the department to the district registrar (P. M. R. (12), Ann. Prac., p. 1122). This completely alters the practice, and *Smith v. Dobbin* cannot reasonably, as it appears to us, be applied to the fundamentally different circumstances created by the regulation referred to.

There is only one other straw at which our district registrar can clutch. He may say that ord. 12, r. 9, is peremptory in terms: "A defendant shall, on the day on which he enters an appearance, . . . give notice of his appearance to the plaintiff's solicitor . . . which, in the case of a writ issued out of a district registry, must be sent to the address for service within the district . . . by prepaid letter posted on the day of entering the appearance," &c.; and that ord. 13, r. 11, clearly implies that if the plaintiff's solicitor does not in due course of post receive that notice, he may enter judgment in default. The rule does not actually say this, but it seems to imply it. But this contention will not serve him any better than *Smith v. Dobbin*, because, as we have previously pointed out, the posting of the notice by the defendant was, at the time the rules were made, and for some time afterwards, the only existing method of conveying to the district registry the fact that appearance had been entered in London. Since then a much more effective way has been adopted under proper authority for conveying through official channels to the district registrar himself the fact that an appearance has been entered in London. To contend that he can properly pretend not to know what he does know on official authority, is clutching at a straw with a vengeance.

Finally, there is the fact that the defendant failed to comply with the rule ordering him to give notice of his appearance. But that rule applies to all actions in the High Court, and not merely to district registry actions. The rules do not anywhere create any penalty for disobedience of that direction, either in the case of London or district registry actions. A defendant is not in default of appearance because he has failed to give notice of his appearance. Ord. 13, r. 2, does not say "Where a defendant has failed to give notice of his appearance," &c., but "Where a defendant has failed to appear," &c. And the form of judgment does not run, "The defendant not having given notice of his appearance," &c., but "The defendant not having appeared," &c. Where an appearance has been entered, therefore, no judgment in default thereof can be signed merely because no notice of appearance has been given. In a district registry action, where appearance has been entered in London, and the district registrar has official knowledge of the fact, he has no more right, in our opinion, to enter judgment in default of appearance than he would have had if the appearance had been entered in his own registry.

We have referred at length to this point because it appears to us that in an important matter of this kind it is most undesirable that some district registrars should follow one course and some another. And this leads us to another reflection, which, at a time of impending change, it may be opportune to mention. A great deal of needless expense and delay might be saved if some central authority were to be created, having for its object the maintenance of uniformity in all the district registries in matters of procedure.

COVENANTS FOR TITLE.

THE case of *David v. Sabin* (1893, 1 Ch. 523) is one of very great importance, it is a decision on the effect of the employment of the words "as beneficial owner" in a conveyance, words which are employed daily by hundreds of people. We may without exaggeration say that if the decision is correct the established practice of conveyancers is wrong, and will have to be changed. Unfortunately, moreover, as the decision was made by the Court of Appeal there is, we fear, but little hope, having regard to the expense of an appeal to the House of Lords, of its being reversed.

The facts in *David v. Sabin* were shortly these: SABIN granted a lease to BAYLIS, BAYLIS created some mortgages by way of underleases, then he surrendered the lease to SABIN, concealing the mortgages, SABIN then conveyed the fee to BAYLIS "as beneficial owner." BAYLIS conveyed to DAVID. DAVID then brought an action against SABIN on the covenants implied by his conveying as beneficial owner, the breach alleged being the existence of the mortgages. In order to understand the decision it will be necessary to state shortly the effect of conveying "as beneficial owner." Conveying in this manner causes (see the Conveyancing Act, 1882, s. 7), certain covenants—viz., for right to convey, for quiet enjoyment, free from incumbrances, for further assurance—to be implied. But these are not separate or distinct covenants, they are all controlled by the words "that notwithstanding anything by the person who so conveys, or any one through whom he derives title, otherwise than by purchase for value, made, done, executed, or omitted, or knowingly suffered." The acts and omissions guarded against are (1) those of the person who conveys as beneficial owner; (2) those of persons through whom he claims otherwise than by purchase for value; (3) those of persons claiming through him; (4) those of persons claiming in trust for him.

The principal question that had to be decided was whether the lessees of BAYLIS were persons claiming under SABIN so as to bring their acts within the third class of acts covenanted against. ROMER, J., decided that they were not, on the ground that they derived title under both SABIN and BAYLIS, not under SABIN alone, so that they could not, strictly speaking, be said to be persons claiming under SABIN. In the Court of Appeal it was held that they were. The question is one of great nicety, and while we think that the decision of ROMER, J., is correct, we object more to the manner in which the Court of Appeal arrived at their decision than to the decision itself.

It rather appears as if both ROMER, J., and the Court of Appeal have neglected to consider the controlling words cited above, "that, notwithstanding anything by the person conveying done," &c. In this case the thing done by SABIN was the granting of a lease: the mortgages were not his act; so that, even assuming that the decision of ROMER, J., is incorrect, and that the mortgagees were persons claiming under him, the existence of the mortgages does not appear to have been covenanted against.

It may be argued that the neglect of SABIN to get in the mortgages was an omission. But though there is no decision on the meaning of "omission," common sense leads one to think that it cannot apply to an omission to do an act that the covenantor had no power to do. Even if SABIN had known of the existence of the mortgage terms, he would have had no power to compel the mortgagees to concur in the surrender, so that it would be rather a harsh construction to say that his not having done so was an "omission" within the meaning of the covenant. There is, we believe, no decision on the meaning of "omission" in covenants for title, but it has been decided that "neglect and default" mean properly "not doing something to secure the title of the covenantor that he ought to have done, and which he had the power to do" (see *Elph. N. & C. Interp.* 488).

No person reading the judgment of the Court of Appeal would think that the construction of covenants for title had often been before the courts. The leading case is *Browning v. Wright* (2 Bos. & Pul. 13), where Lord ELDON said that the vendor in fact says, "I sell this land in the same plight that I received it, and not in any degree made worse by me." It should be observed that the remarks of Lord ELDON were not intended to refer to covenants in any particular form, but to covenants of this nature generally. It should, perhaps, be observed that in the full form of these covenants, which has been followed very closely in the Conveyancing Act, 1881, the covenantor covenants that, "notwithstanding anything done, &c., by him, or any person rightfully claiming under him," he has right to convey; that, notwithstanding any such thing, &c., as aforesaid, the premises shall be quietly enjoyed by the purchaser without interruption by the vendor, "or any person claiming under or in trust for him," free from incumbrances made by the vendor, "or any person claiming," &c., and for further assurance by the vendor, "or any person claiming," &c. This form, with only slight verbal modifications, has been used for many years (see 9 Byth. Conv. by Sweet, 3rd ed., p. 75; 2 Dav. Prec., 4th ed., p. 232). So that it is obvious that Lord ELDON's remarks would apply to the covenants implied by a person conveying "as beneficial owner."

The sole effect of the Conveyancing Act, 1881, s. 7, is to allow the use of a short phrase, in the case in question "beneficial owner," to have the same effect as if the full covenants for title were inserted. There is no reason to suppose that it was intended to alter the construction of the covenants themselves. Suppose for a moment that the construction placed by Lord ELDON on covenants for title was erroneous, what follows? Surely, after this distance of time, during the whole of which the construction placed by Lord ELDON on them has been acquiesced in by conveyancers whose duty it is to employ them and to advise on the meaning of them, the words when they occur must be supposed to have been used in the meaning attached to them by Lord ELDON, even if he was wrong in affixing that meaning to them (see the rules as to the construction of public documents discussed, *Elph. Interd.*, p. 36). It is hardly necessary to say that though a statute may change the meaning of a phrase, it is not to be supposed that it is intended to do so by ambiguous language where the phrase has acquired a well-known meaning. The Court of Appeal entirely omitted to take these questions into consideration, and gave a decision on the construction of the statute in the same manner as if the court had never even heard of covenants for title.

Assuming, however, that the decision is correct on this point, there is another ground on which it may be impugned. It will be observed that BAYLIS must have known at the time when he took his conveyance from SABIN of the existence of the sub-leases made by himself. It would, therefore, be repugnant to common sense to suppose that SABIN intended to covenant against such

incumbrances. It is only right to say that, though this is in accordance with common sense, still the authorities leave it somewhat doubtful whether a covenant against incumbrances extends to one of which the purchaser has notice (see them collected *Elph. N. & C. Interp.* 489). It should be observed that if on the true interpretation of the covenant it does not extend to incumbrances of which the covenantee has notice, no facts occurring after the covenant is given can change its meaning, so that a sub-purchaser or person claiming under the purchaser could not successfully maintain his action on discovering an incumbrance the existence of which was known to the covenantee, and the questions as to the effect of BAYLIS' fraud discussed by the Court of Appeal do not arise.

In conclusion, we have to point out the great practical importance of the decision. It is a common practice in building estates to allow a lessee to surrender his lease, and then for the freeholder to sell and convey to someone else, in which case, if, according to the usual practice, he conveys as beneficial owner, he, in effect, guarantees the honesty of and the carefulness of his lessee. The case is one which appears to require legislation.

LEGISLATION IN PROGRESS.

PARISH AND DISTRICT COUNCILS.—The Local Government (England and Wales) Bill introduced by Mr. H. H. FOWLER, which has been read a first time, consists of five parts. The first deals with parish meetings and parish councils, the second with guardians and district councils, and the third with areas and boundaries. Part IV. is supplemental, and Part V. contains various transitory provisions.

Parish meetings and parish councils.—Clause 1 provides:—"There shall be a parish meeting for every rural parish, and there shall be a parish council for every rural parish which has a population of three hundred or upwards." Where there is both a parish meeting and a parish council, the business of the parish meeting is mainly to elect the parish council, but where there is a parish meeting only, various matters of administration are entrusted to it (clause 18). In particular all powers exercisable by the vestry will, except so far as they relate to the affairs of the church, be exercisable by the parish meeting. But this state of things will be only temporary, and every rural parish with a less population than three hundred is to be grouped, as soon as practicable, with some other parish. The parish meeting, having thus for its ordinary business the election of the parish council, consists of the persons registered in such portion either of the local government register of electors or of the parliamentary register of electors as relates to the parish, these persons being referred to in the Bill as parochial electors. The meeting will assemble at least once in every year, and its proceedings will be subject to the regulations contained in the first schedule. In the case of an election, each parochial elector will have one vote for each of any number of persons not exceeding the number to be elected. The parish council will consist of a chairman and councillors, the number of the latter to be fixed from time to time by the county council, but not to be less than five nor more than fifteen (clause 3). The council will be a body corporate by the name of the parish council, with the addition of the name of the parish, and may hold land for the purposes of their powers and duties without licence in mortmain; and any act of the council may be signified by an instrument under the hands, or, if an instrument under seal is required, under the hands and seals, of the chairman and two other members of the council.

Powers and duties of parish councils and parish meetings.—Besides the temporary powers of parish meetings in small parishes already referred to, and the power to elect the parish council, the parish meeting will have a check on the expenditure of the parish council (clause 10) and will have the power of adopting certain Acts—namely, the Lighting and Watching Act, 1833, the Baths and Wash-houses Acts, 1846 to 1882, the Burial Acts, 1852 to 1885, the Public Improvement Act, 1860, and the Public Libraries Act, 1892 (clause 7). But in general the work of administration naturally falls to the parish council. Upon this is devolved, in the first place, the power and duty of appointing overseers of the poor, the churchwardens ceasing to act in that capacity (clause 5), but the functions of the council are chiefly specified in clauses 6 and 8. Clause 6 transfers to them (a) the powers, duties, and liabilities of the vestry of the parish, except so far as relates to the affairs of the church, and except any power transferred to the parish meeting; (b) the powers, duties, and liabilities of the churchwardens, except so far as they relate to the affairs of the church or to ecclesiastical charities, or are powers and duties of overseers; (c) the powers, duties, and liabilities of the overseers, or of the churchwardens and overseers, with respect to certain specified matters; (d) certain powers now exercisable by the guardians in respect of the

sale, exchange, or letting of parish property. Clause 8 brings into existence and confers upon the parish council various additional powers, including power to provide or acquire buildings for public offices and for meetings and other public purposes; to provide or acquire land for such buildings and for a recreation ground and for public walks; to utilize any supply of water within the parish; to deal with any pond, open ditch, or drain containing, or used for the collection of, drainage or matter likely to be prejudicial to health; to acquire any right of way, easement, or other right, whether within or without the parish, the acquisition of which is beneficial to any inhabitants of the parish; and to accept and hold any gifts of property, real or personal, for the benefit of any inhabitants of the parish. Clause 9 incorporates the Lands Clauses Acts with the exception of the compulsory clauses. Where a parish council cannot obtain land required for their purposes by agreement, they will represent the case to the district council, and the latter body will procure land for them under section 3 of the Allotments Act, 1887. Clause 10 restricts the expenditure of the parish council by requiring the consent both of the parish meeting and the district council to any expense or liability which will involve a loan, or will, combined with their other expenses, involve a rate exceeding one penny in the pound for the local financial year. The remaining clauses of Part I. refer to the borrowing powers of the parish council, to footpaths and roads, to public property and charities, to the delegation of powers by district councils to parish councils, to the appointment of officers of the parish council, and to the division of large parishes into wards.

Guardians and district councils.—Clause 19 amends the law with regard to the election and qualification of guardians. It is proposed that in future there shall be no *ex officio* or nominated guardians, that every enactment relating to the qualification of guardians shall be repealed, and that every person, male or female, shall be qualified to be elected and to be a guardian, unless specially disqualified under a public general Act. The parochial electors of the parish will be the electors of the guardians for the parish, and each elector will have one vote for each of any number of persons not exceeding the number to be elected. As to district councils, these are constituted for urban districts by simply calling the urban sanitary authority an urban district council; but there are provisions with regard to the qualification and election of the councillors similar to those just mentioned in the case of guardians (clause 22). The constitution of rural district councils is contained in clause 23. The councillors will be elected by the parishes of the district; their number will be the same as the number of guardians for the parish; and they will, moreover, act as guardians—guardians, as such, not being in this case elected. The rural district council will be a body corporate, having perpetual succession and a common seal, and having power to hold land without licence in mortmain. There will be transferred to it all the powers, duties, and liabilities of the rural sanitary authority of the district, and of any highway authority in the district, and highway boards will cease to exist (clause 24 (1)). Rural district councils will also have such powers of urban sanitary authorities under the Public Health Acts or any other Act as the Local Government Board shall by any order direct (clause 24 (2)); and there will be transferred to urban and rural district councils alike certain of the powers of the justices out of session (clause 26). The constitution of urban district councils is not to alter the style or title of a borough or of the council of a borough, and the provisions of Part II. of the Bill are not, with certain exceptions, to apply to the administrative county of London or to a county borough. The exceptions relate to the qualification and election of guardians, and to the transfer of the powers of justices out of session.

The remaining parts of the Bill, dealing with areas and boundaries, and containing supplemental and temporary provisions, do not call for particular observation at present; but it may be noticed that extensive power is, by clause 63, conferred upon the county council to remove any difficulties which may arise in bringing the scheme into full operation within their county, and clause 65 imposes on them the duty of exercising these powers as soon as may be after the measure becomes law.

The *Central Legal News* calls attention to the novel point involved in a recent case (*Dunton v. Dunton*) decided by the Supreme Court of Victoria, wherein they held that the agreement of a divorced husband to pay a stipulated monthly sum to his divorced wife, on consideration that she "shall conduct herself with sobriety and in a respectable, orderly, and virtuous manner," is a binding contract, and not *nudum pactum*. The court holds that as she was under no legal obligation not to get drunk or consort with evil persons, her promise to abstain from such conduct was a sufficient consideration to support the defendant's promise. The case, says the *Central Legal News*, is analogous to *White v. Bluett* (23 L. J. Ex. 16), where a promise on the part of a son "not to bore" his father was inadequate to support a promise from the father to the son. Yet the son had as good a right to bore his father as the divorced wife had not to live riotously, while in point of definiteness the promise of the son is not so vague as that of the divorced wife.

REVIEWS.

STONE'S JUSTICES' MANUAL.

THE JUSTICES' MANUAL; OR, GUIDE TO THE ORDINARY DUTIES OF A JUSTICE OF THE PEACE. WITH TABLE OF CASES, APPENDIX OF FORMS, AND TABLE OF PUNISHMENTS. By the late SAMUEL STONE. TWENTY-SEVENTH EDITION. Edited by GEORGE B. KENNETT, Solicitor, Town Clerk (late Clerk to the Justices) of Norwich. Shaw & Sons.

A work which has reached its twenty-seventh edition may be said to have placed itself beyond the reach of criticism. There is, of course, the chance that with a change of editors its value has become impaired, but even this is excluded in the present case, the last ten editions having been brought out under the superintendence of Mr. Kennett. And the labour of rendering the book a trustworthy guide to the present law must have been by no means slight, the jurisdiction of justices equally with other branches of the law being continually affected by new legislation and new decisions. All the changes thus made have been carefully incorporated either in the text or in the notes, and the reader is assisted by other matters, such as references to circulars issued by the Home Secretary. As an example of the care bestowed upon the work of editing we may refer to the note (p. 229) on Cruelty to Animals (12 & 13 Vict. c. 92, s. 2), and the curious diversity now existing in the different branches of the United Kingdom as to the practice of dishorning cattle. In *Ford v. Wiley* (37 W. R. 709, 23 Q. B. D. 203) this was held by Lord Coleridge, C.J., and Hawkins, J., to be an unnecessary and unreasonable infliction of pain, and therefore an offence within the Act; but the Court of Justiciary in Scotland and the Irish Queen's Bench Division alike refused to follow the decision. Of course, however, as Mr. Kennett points out, it is binding on justices in England. In the preface, which is dated the 19th of February last, Mr. Kennett calls attention to the case of *Reg. v. Hopkins*, decided by a divisional court (Lord Coleridge, C.J., and Bruce, J.) two days earlier, which, if correct, will have an important effect on the period for which persons may be imprisoned for default of payment of a pecuniary penalty. Such period, according to the decision, may under a general enactment dealing with default of payment exceed the period mentioned in the particular enactment as alternative to the infliction of the fine. Thus a sentence of one month's imprisonment for default in paying a fine was held to be valid, although originally imprisonment for three days only could have been imposed. The result appears to be in conflict with the opinion expressed by Cockburn, C.J., in *Re Brown* (26 W. R. 757, 3 Q. B. D. 545), and it affects the interpretation of section 5 of the Summary Jurisdiction Act, 1879, which lays down a general scale of imprisonment for non-payment of money. Pending a full report of *Reg. v. Hopkins* Mr. Kennett has left the table of punishments given at the end of the volume unaltered.

LAW QUARTERLY REVIEW.

THE LAW QUARTERLY REVIEW. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. April. Stevens & Sons (Limited).

Two of the articles in this number of the *Law Quarterly Review* deal with the teaching of law. One is an address delivered at the opening of the Law Faculty of University College, Liverpool, in November last by Sir Edward Fry, and now printed under the title of "Some Aspects of Law Teaching." The topics which it embraces are sufficiently diverse. Law is first regarded as based upon morality, but, for practical purposes, this does not carry us very far. Then it is a matter of history, and Sir Edward Fry, touching upon the Year Books for early English law, and recent discoveries in the East for ancient law in general, hints that Sir Henry Maine's generalizations were possibly founded on insufficient grounds. But this is still rather remote from the ordinary student's requirements. What is he to expect from lectures, and how is he to supplement them by his own reading? From the lectures themselves, apparently, he is not to expect much, but Sir Edward Fry suggests a way in which they may be made really useful: "I venture to suggest that lectures should be followed up by mutual cross-examination, by the teacher examining his hearers, and by the hearers cross-examining their teacher." On the other hand, a student who finds difficulty in dealing with the vast amount of matter which goes to make up the law can at least benefit himself by going into some part of it thoroughly. "Of the points which come before you in practice from time to time, select one and try to get to the bottom of it, not only enough for the purpose of advising on the case before you or your teacher, but for the purpose of knowing all that has been decided upon it, and then embody the result of your study in a concise and logically arranged note." As a commentary on this it is interesting to turn to the article on the Dwight method of legal instruction by Mr. G. C. Austin, of New York, which emphatically repudiates the policy of sending the student to the cases to discover

the principles of the law for himself, allowing him only to use the cases to verify and illustrate the propositions stated in his text-book. This is described as the method which gave success to Professor Dwight's teaching at the Columbia College Law School, and it is said to be opposed to the method followed at Harvard. As a matter of fact it is difficult to see how either student or lawyer can do without text-books, though the student may naturally lean more upon them than the actual practitioner, who must himself verify what is stated to be the law. The other articles are on Summary Jurisdiction, by Mr. Stewart, Stipendiary Magistrate for Liverpool; International Law and Acts of Parliament, by Professor Holland; Custom in the Common Law, by Mr. F. A. Greer; and the Present System of Law Reporting, by Mr. Mews. Mr. Mews makes a strong attack upon the *Law Reports* for the inclusion of useless cases and the insertion of useful ones at inordinate length. We wish him success in his crusade. The editor of an "Annual Digest" is entitled to speak of the quality of matter through which he has to make his toilsome way. Mr. Stewart suggests some useful reforms in the treatment of children, particularly in reference to the sentence of imprisonment which must precede committal to a reformatory.

BUILDINGS IN THE METROPOLIS.

A COLLECTION OF THE STATUTES REGULATING BUILDING WITHIN THE ADMINISTRATIVE COUNTY OF LONDON; WITH CONCISE NOTES AND CROSS REFERENCES; ALSO THE BYE-LAWS, REGULATIONS, AND ORDERS OF THE LONDON COUNTY COUNCIL, AND OF THE COMMISSIONERS OF SEWERS OF THE CITY OF LONDON. By WILLIAM RUSSELL GRIFFITHS, LL.B., Barrister-at-Law. William Clowes & Sons (Limited).

The statutes and orders regulating building in the metropolis are sufficiently numerous and complicated to deserve separate treatment, and Mr. Griffiths has done good service by collecting them in this handy little volume. The earliest Act which is still in force is 14 Geo. 3, c. 78; under section 83 insurance money may be applied by the insurance company for the purpose of rebuilding on the application of any person interested in the premises, and under section 86 no action lies for damage caused by accidental fire. But the most important statutes on the subject are the Metropolis Management Act, 1855, and the Metropolitan Building Act, 1855. More recent Acts to which reference has frequently to be made are the London County Council (General Powers) Act, 1890, and the Public Health (London) Act, 1891. All these, so far as they are pertinent, and several Acts of less importance are printed in chronological order and suitable explanation given in notes. The value of the book is increased by the insertion at the end of the bye-laws and regulations of the London County Council.

THE LAW OF LUNACY.

THE PRACTICE IN LUNACY UNDER COMMISSIONS AND INQUISITIONS, &c., WITH NOTES OF CASES AND RECENT DECISIONS. THE STATUTES, RULES, AND FORMS, COSTS OF PROCEEDINGS, SCHEDULE OF CASES, AND AN INDEX ADAPTED TO THE PROVISIONS OF THE LUNACY ACT, 1890. TOGETHER WITH A SUPPLEMENT ADAPTED TO THE PROVISIONS OF THE LUNACY ACT, 1891, AND THE RULES IN LUNACY, 1892. By JOSEPH ELMER, late Chief Clerk in the Office of the Masters in Lunacy. SEVENTH EDITION. Stevens & Sons (Limited).

The fifty-eight years of service of which Mr. Elmer speaks in his preface have qualified him to speak with authority on the procedure with reference to chancery lunatics which forms the subject of this book. Since the last edition upwards of fourteen years have elapsed, and within the last few years the law has been completely remodelled. Mr. Elmer follows in his successive chapters the history of the lunatic's case, beginning with the inquisition, passing on to the dealings with the estate, and then describing the proceedings for a traverse and for a *supersedeas*. This, with some chapters on miscellaneous matters, forms the body of the book, and Mr. Elmer quotes in it most of the sections of the Act of 1890 and of the rules of that year bearing on his subject. In addition he shortly states the decided cases, and, where necessary, describes the actual course of procedure. The volume is completed by the inclusion of numerous forms, of tables of costs, and of so much of the statutes and rules as is not given in the text. It will be found a convenient guide in lunacy proceedings.

BOOKS RECEIVED.

Archbold's Pleading and Evidence in Criminal Cases. With the Statutes, Precedents of Indictments, &c., and the Evidence necessary to support them. By Sir JOHN JERVIS. The Twenty-first Edition. Including the Practice in Criminal Proceedings by Indictment. By WILLIAM BRUCE, Esq., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

A Digest of the Law of Evidence. By Sir JAMES FITZJAMES STEPHEN, Bart., K.C.S.I., D.C.L. Macmillan & Co.

Wilson's Legal Handy Books: How to Appeal against your Rates (In the Metropolis). With Forms and Full Instructions. By ANDREW DOUGLIS LAWRIE, Esq., M.A., Barrister-at-Law. Third Edition. Effingham Wilson & Co.

CORRESPONDENCE.

BANKS AND BORROWERS—A COMPLAINT.

[To the Editor of the Solicitors' Journal.]

Sir,—When the Public Trustee Bill and the Land Transfer Bill become law, it will become mere supererogation for the Legislature to abolish the legal profession. The country banks have now made mortgages by solicitors things of the past.

Practising for nearly twenty years past in the Midlands, for more than a year I have not made a mortgage, and have not seen half a dozen in the last half-dozen years. Clients have money to invest, but there are no investments, because the business is monopolized by the banks. They are glutted with money, and lend to anyone—customers or not—who can deposit deeds. A form of memorandum of deposit is filled up by a clerk, and when a policy of life insurance is part of the security, a cut-and-dried form of mortgage is taken under seal, prepared likewise in the bank. What appears therefor in a customer's pass-book one cannot even guess. I saw recently a bundle of these securities overhauled in a local bank, and this would be a small sample of other banks. Where is this going to end for the profession?

JUSTITIA.

CASES OF THE WEEK.

Court of Appeal.

HENDERSON v. NEWCASTLE AND GATESHEAD GAS CO.—No. 1,
12th April.

GASWORKS CLAUSES ACTS—SUPPLY OF GAS TO HOUSE—DEFECTIVE SERVICE PIPE—PIPE LAID BY OWNER OF HOUSE—DAMAGE TO HOUSE—LIABILITY OF GAS COMPANY—GASWORKS CLAUSES ACT, 1871 (34 & 35 VICT. c. 41), s. 11.

The plaintiff was the owner of a new house, which was divided into two separate flats, an upper and a lower one, each flat having a separate entrance into the street. When the house was built the plaintiff laid a service pipe for gas from the street under the hall door steps inside the wall of the house to the upper flat. The tenant to whom the upper flat was let gave notice to the defendants, under section 11 of the Gasworks Clauses Act, 1871, requiring them to give a supply of gas to the flat. The defendants thereupon made the connection by a pipe from the main under the street to the service pipe, and supplied and fixed a meter in the flat, and turned on the gas. About an hour afterwards an explosion took place, caused by an escape of gas owing to a defect in the service pipe, which the plaintiff had laid, leading to the meter. In an action to recover for the damage done to the house by the explosion the plaintiff contended that it was the duty of the defendants to see that the pipes by which they supplied the gas to the flat were fit for the purpose; that as the gas belonged to the defendants until it passed through the meter, it was not supplied to the flat until then; and that, if the defendants chose to make use of a pipe not laid by themselves, it was their duty to test it to see if it was in good condition. At the trial Collins, J., ruled that there was no duty in the defendants to test the service pipe, and, the jury having found that the defendants had made the connections properly and had not caused the defect in the service pipe, judgment was entered for the defendants. The plaintiff applied for a new trial. *Burrows v. March Gas Co.* (18 W. R. 348, L. R. 5 Ex. 67; in Ex. Ch., 20 W. R. 493, L. R. 7 Ex. 96) and *Geddis v. Bann Reservoir Proprietors* (3 App. Cas. 430, 20 W. R. Dig. 259) were referred to.

THE COURT (Lord Esher, M.R., and Lopes and A. L. Smith, L.JJ.) dismissed the application.

Lord Esher, M.R., said that under section 11 of the Gasworks Clauses Act, 1871, the gas company were bound to furnish and lay any pipe that might be necessary for the purpose of giving a supply of gas to the premises. When the house was built a service pipe to the upper flat was then laid by the owner, and when the gas company were asked to supply gas they were in truth asked to supply gas to that pipe. It was not necessary to lay any pipe to carry the gas to the upper flat, as there was a pipe already laid. The connecting pipe to the main was necessary, and the gas company laid a sound pipe and made the connections properly. Therefore they performed their obligations under section 11 properly, and they turned the gas on properly. There was no duty on them to test the service pipe laid by the plaintiff, nor to wait and see after the gas was turned on whether it leaked or not. The defendants, therefore, were not liable.

Lopes, L.J., concurred. The service pipe was laid by the plaintiff, and section 11 had, therefore, no application to this pipe.

A. L. Smith, L.J., concurred. In *Burrows v. March Gas Co.* the service pipe was supplied and laid by the gas company, whereas in this case it

was supplied and laid by the plaintiff. The defendants laid the necessary pipe for making the connection with the main, and laid it properly, and turned on the gas not knowing of the defect in the service pipe. There was no duty, statutory or otherwise, imposed upon them to see that the service pipe was sound.—COUNSEL, *John Strachan; J. Lawson Walton, Q.C., and Scott Fox*. SOLICITORS, *F. Bradley; Rowcliffe, Ravele, & Co., for Cooper & Goodger, Newcastle-upon-Tyne*.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

BENNO JAFFI AND DARMSTAEDTER LANOLIN FABRIK v. RICHARDSON & CO. (LIM.)—North, J., 23rd March.

PRACTICE—INTERROGATORIES—R. S. C., XXXI., 20.

This was an action by the above company to restrain the infringement of a patent for the improved manufacture of a fatty matter from wool fat called Lanolin. The defendants, who were manufacturers of a substance called Anaspaline, denied the validity of the plaintiffs' patent. The plaintiffs administered, *inter alia*, the following interrogatories: 5. Do the defendants in the manufacture of an article called Anaspaline treat wool fat with water, and whether by kneading the wool fat with water or in what manner do the defendants for the said manufacture treat wool fat with water? 8. Do the defendants in the said manufacture treat wool fat, which has been obtained by processes (set out in the interrogatories), with water, and whether by kneading with water or in what manner do they treat the wool fat obtained from the waste liquors of wool washing with water? The defendants refused to answer the above interrogatories. On a summons for further answers it was contended for the defendants, who relied on ord. 31, r. 20, that the right to discovery depended on the validity of the plaintiffs' patent, which was in dispute, and which must be decided before the interrogatories could be administered, and that the answer would disclose a trade secret, and that the matters inquired into were not sufficiently material at this stage of the action.

NORTH, J., said that since 1883 there had been a salutary change in the law with regard to discovery, but that if in every patent action the validity of the patent had to be established before any discovery could be given with regard to its infringement the benefit gained by the change would be far more than made up for by the necessity of having two trials. But such was not the meaning of ord. 31, r. 20, which gave the court an opportunity of saying that discovery was not to be enforced unless it was wanted for the purpose of deciding the question at issue in the action. No doubt the questions of the validity and the infringement of a patent were two separate matters, but they must be tried together. The plaintiffs were entitled to have specific answers to the interrogatories.—COUNSEL, *W. N. Lawson; P. Dove*. SOLICITORS, *Johnson & Ellis; Crowders & Fizard, for Ouston, Dickenson, & Co., Leicester*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

High Court—Queen's Bench Division.

DE BERNALES v. THE "NEW YORK HERALD"—11th April.

PRACTICE—SERVICE OF WRIT—ACTION AGAINST FOREIGNER IN NAME OR STYLE OTHER THAN HIS OWN NAME—SUBSTITUTED SERVICE AT OFFICE WITHIN THE JURISDICTION—SERVICE OUT OF THE JURISDICTION—R. S. C., XLVIII., 11, 8; XI., 1.

This was an appeal by the plaintiff from an order of Kennedy, J., in chambers, whereby he set aside an order of a master allowing substituted service of the writ of summons in the action. There was also an application, referred by Kennedy, J., to the court, for leave to issue a concurrent writ for service out of the jurisdiction. The action was for damages in respect of an alleged libel published in America in a newspaper called the *New York Herald*, the proprietor of which, John Gordon Bennett, was an American citizen resident in Paris; a claim for an injunction against the publication of the libel was afterwards added by amendment. The *New York Herald* was printed and published in New York. There was an office in London taken by Bennett and occupied by a telegraphic correspondent for the transmission of news to America and also to Paris for publication in an edition of the *New York Herald* which was published in Paris. Copies of the American paper were occasionally sold at the London office. After several attempts had been made to serve the writ upon some person in control of the business at the London office, an order was made by the master on the application of the plaintiff on the 3rd of February that service of a copy of the order and of a copy of the writ of summons by sending the same by a prepaid postal letter addressed to the defendant at the London office should be a good and sufficient service of the writ. On the 23rd of February Kennedy, J., in chambers, set aside this order on the ground (amongst others) that Bennett was the sole proprietor of the *New York Herald*, and was an American citizen residing in Paris and America. The plaintiff in seeking to set aside the order of the judge and to restore the order of the master relied upon ord. 48a, r. 11: "Any person carrying on business within the jurisdiction in a name or style other than his own name may be sued in such name or style, as if it were a firm name; and so far as the nature of the case will permit all rules relating to proceedings against firms shall apply." Rule 3 of the same order provides that "where persons are sued as partners in the name of their firm under rule (1) the writ shall be served either upon any one or more of the partners or at the principal place, within the jurisdiction, of the business of the partnership upon any person having at the

time of service the control or management of the partnership business there; and subject to these rules such service shall be deemed good service upon the firm so sued, whether any of the members thereof are out of the jurisdiction or not, and no leave to issue a writ against them shall be necessary." These rules, it was said, met the cases of *Russell v. Cambefort* (37 W. R. 701, 23 Q. B. D. 526) and *Western National Bank of New York v. Perez Triana & Co.* (39 W. R. 245; 1891, 1 Q. B. 304). The application for leave to serve the writ upon Bennett in Paris was made under ord. 11, r. 1, which provides that "service out of the jurisdiction of a writ of summons or notice of a writ of summons may be allowed by the court or a judge whenever (f) any injunction is sought as to anything to be done within the jurisdiction." For the defendant it was contended that he was not carrying on a business within the jurisdiction; that even if he were so carrying on a business there was no power under the rules to allow service upon him except by leave under order 11, and that the present case was not one in which such leave should be granted, as the claim for injunction was merely colourable, and an injunction, if granted, could not be enforced, the *New York Herald* not being published within the jurisdiction and its proprietor residing abroad: *Field v. Bennett* (58 L. J. Q. B. 89) and *Grant v. Anderson* (1892, 1 Q. B. 108) were also cited.

THE COURT (LORD COLERIDGE, C.J., and LOPES, L.J.) dismissed the appeal.

LOPES, L.J.—In this case the learned judge refused to allow substituted service. I am of opinion that he was right. The writ is issued against the *New York Herald*. The sole proprietor of that newspaper is Gordon Bennett, an American citizen residing in Paris. I regard the name of the *New York Herald* as an alias for the name of Gordon Bennett; and I deal with the case as if the writ were issued against Gordon Bennett individually. The object of issuing the writ against the *New York Herald* is obvious; it is an attempt to bring the case within the language of ord. 48a, r. 11, with which I will presently deal. Independently of that order, the case is on all fours with *Field v. Bennett*, where it was held that substituted service cannot be allowed where personal service is impossible. Personal service is impossible here; the learned judge, therefore, was right in setting aside the order for substituted service. But it is said the code of rules contained in order 48a has enlarged the jurisdiction of the courts by including foreign firms within their scope. It is unnecessary in this case to express any opinion as to the effect of those rules in the case of the joint property in this country of a foreign firm carrying on business here. The *New York Herald* is not a "foreign firm." It is not "a firm" at all. The *New York Herald* is an alias in this country for Gordon Bennett, and Gordon Bennett is an American citizen, permanently residing in Paris. The rule relied on is rule 11. [His lordship read rule 11 and continued:] I cannot think that the authors of this rule intended that service might be effected on an individual foreigner permanently residing abroad simply because he carried on business in this country under an assumed name, where it could not have been effected upon him if he carried on business here in his own name. The code of rules contained in order 48a is difficult to understand, but whatever their effect and meaning may be, I decline to put upon them a construction to my mind so unreasonable as this. The point therefore fails. The learned judge was asked on another summons to give leave for service of a notice of writ on the defendant under order 11, on the ground that an injunction was claimed. The writ, as originally issued, had not claimed an injunction, but had been subsequently amended. That summons was referred to the court. I think this leave ought not to be given, and for these reasons. I do not believe the claim for an injunction is made *bona fide*, but merely to bring the case within order 11. There is no evidence of any apprehended repetition of the libel, and, indeed, having regard to the circumstances, it is most improbable that it will be repeated. The injunction, if granted, could not be made effectual against the defendant, who is not within the jurisdiction. The giving leave to serve notice of writs out of the jurisdiction is a matter of judicial discretion. We should not, in my opinion, be properly exercising that discretion if we gave leave in this case. The appeal against the refusal of the learned judge to allow substituted service will be dismissed, with costs, and the application for leave to serve notice of the writ abroad will be refused, with costs.

LORD COLERIDGE, C.J.—I entirely concur. I had prepared a separate judgment, going at some length into questions raised by the cases of *Russell v. Cambefort* and *Grant v. Anderson*, but I felt that it was questionable whether the conclusions at which I had arrived on these questions might not be doubted, and I think my brother Lopes has put our decision on a safe and sufficient ground, and I therefore abstain from adding anything to his judgment, and simply say that I concur. Appeal dismissed.—COUNSEL, *Percy Gye; Temple Franks*. SOLICITORS, *Brandon & Nicholson; Lewis & Lewis*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re MILLER, Ex parte OFFICIAL RECEIVER—C. A. No. 1, 14th January.

BANKRUPTCY—FRIENDLY SOCIETY—BANKRUPTCY OF OFFICER—MONEY OF THE SOCIETY IN OFFICER'S HANDS—RIGHT OF SOCIETY TO PREFERENTIAL PAYMENT IN RESPECT OF—FRIENDLY SOCIETIES ACT, 1875 (38 & 39 VICT. c. 60, s. 15), SUB-SECTION 7.

This case, involving an important question in connection with friendly societies, as to the true construction of the 7th sub-section of the 15th section of the Friendly Societies Act, 1875, was an appeal from a decision of Vaughan Williams and Wright, JJ., sitting as a divisional court.

The Court Robin Hood Branch Society of the Ancient Order of Foresters claimed to be entitled to a preferential payment of £100 6s. 7d. out of the estate of the debtor under the following circumstances:—The debtor, who carried on business as a publican, was treasurer of the society, and as such received the subscriptions of members. At the time of his bankruptcy he was indebted to the society in respect of moneys received as their officer in the sum of £100 6s. 7d., which he had not paid over. His estate realized some £290, and consisted at the time of his bankruptcy of £13 in money in the bank and certain book debts and other property, but no portion of the moneys of the society could be ear-marked or traced. The county court judge decided against the claim of the society, but the Divisional Court reversed his decision, and the official receiver now appealed to the Court of Appeal. Section 15 of the Act provides as follows:—"Registered societies shall be entitled to the following privileges:—"*Sub-section 7*—"Upon the death, or bankruptcy, or insolvency of any officer of a society, having in his possession, by virtue of his office, any money or property belonging to the society, or if any execution, attachment, or other process be issued, or action or diligence raised against such officer, or against his property, his heirs, &c., or trustee in bankruptcy, or insolvency, or the sheriff, &c., shall upon demand in writing of the trustees of the society, or any two of them, or any person authorized by the society, or by the committee of management of the same, to make such demand, pay such money and deliver over such property to the trustees of the society in preference to any other debts or claims against the estate of such officer." It was argued by counsel in support of the appeal that the provision in the section for the payment and delivery over of the money and property of the society applied only to specific moneys in the officer's possession, just as it applied only to specific property. It must be in his physical possession or under such circumstances as to render it traceable. The section therefore did not make any "debt" due from the officer to the society a preferential debt, as was the case under the Friendly Societies Act of 1855 (18 & 19 Vict. c. 63), which it repealed. It was contended by counsel for the respondents that it could not have been intended to repeal by implication rights of friendly societies which had existed from early times in a section purporting to preserve them; that if the operation of the section were restricted to specific moneys in the officer's physical possession, no question of preference could arise, and no "privilege" would be given by the section. They cited *Ex parte Edmunds* (30 W. R. 432) and *Crowder v. Elgood* (34 Ch. D. 695).

THE COURT (Lord Esher, M.R., and Lindley and A. L. Smith, L.JJ.) dismissed the appeal.

LORD ESHER, M.R., in giving judgment, said that the question depended upon the construction of sub-section 7 of section 15 of the Friendly Societies Act, 1875. It was admitted that if the sub-section were construed in the sense contended for by the Attorney-General, and the preferential right of the societies restricted to actual moneys of theirs in the physical possession of their officer, the whole course of legislation was altered in 1875, after the larger privilege and right had existed since 1793. The question was, Did the words of the sub-section compel the court to come to such a startling conclusion? Unless it was clear and inevitable that they did, the duty of the court was to construe the section so as not to alter the state of the law. Both upon the sub-section standing alone and upon other parts, however, it was sufficiently clear that the Legislature intended to preserve the preference to the societies. It spoke of money "belonging to the society," the largest term it could use. Again, the direction was to "pay" the money and to "deliver over" the property, thus clearly indicating that property did not include money. If it had been meant to confine the direction to the specific money and property identified as belonging to the society in the hands of the officer, the terms would have been "shall deliver over the money and property." Moreover, by saying that the payment was to be in preference to any "other debts," the payment was coupled with and of the same kind as any other debt. Property was also to be delivered in preference to "any other claim," shewing that it was property and not money that was meant. The section shewed, moreover, that "money" was used in the ordinary meaning, and when the bankrupt's estate was considered, everything he had which would become money in the hands of his trustee was "money" and within the section. If, however, the section were construed to mean that the trustee was to hand over property which, by the ordinary law, he was bound to hand over, the sub-section would confer no privilege whatever; but section 15 declared that registered societies should be entitled to the "following privileges." It was therefore clear that sub-section 7 was intended to confer a privilege, more than they could get under the ordinary law. This larger meaning was given to the section by Bacon, V.C., in 1872, in *Ex parte Edmunds*, and must have been acted upon by parties since hundreds of times. If, therefore, this section were reasonably capable of that interpretation the decision should not be upset.

LINDLEY AND A. L. SMITH, L.JJ., concurred.—COUNSELL, Sir C. Russell, A.G., and *Muir Mackenzie*; H. Reed, Q.C., and F. Mellor. SOLICITORS, Solicitor to Board of Trade; A. H. Arnould, for Norton & Sons, Manchester.

[Reported by J. P. MELLOR, Barrister-at-Law.]

Solicitors' Cases.

In the Matter of A SOLICITOR—Q. B. Div., 11th April.

This was an application to strike a solicitor off the rolls. Counsel for the Incorporated Law Society said there had been a conviction against the solicitor, but it was of a somewhat exceptional character. The solicitor seems to have been owner of several houses. A tenant of his had been convicted of keeping one of the houses as a bawdy house, and the solicitor

was convicted of being a party to keeping that house as a bawdy house contrary to the Criminal Law Amendment Act, 1885, and on the 30th of August, 1892, the justices at petty sessions sentenced him to three months' imprisonment with hard labour. From that conviction the solicitor appealed to the Bristol Quarter Sessions, and the Recorder of Bristol, on the hearing of that appeal, on the 28th of October, 1892, affirmed the conviction, but altered the sentence, ordering the solicitor to pay a fine of £20 and the costs of the prosecution. The Incorporated Law Society thought it right to lay these facts before the court. Counsel for the solicitor submitted that the court had never dealt with solicitors convicted of such an offence; and as it was never regarded as a court of morals it would not interfere in this case. There were several affidavits of persons who had known the solicitor for many years, and always known him as a strictly honourable man, and had never heard anything against his professional integrity. Originally the court exercised its summary jurisdiction over its officers only in cases where the solicitor had misbehaved himself in the conduct of a cause: *Anon.* (12 L. J. Ex. 219); *Re Aitkin* (4 B. & Ald. 47). That rule had been slightly enlarged from time to time where the solicitor had misbehaved himself in his character as a solicitor: *Ex parte Godman* (8 Ad. & E. 955); *Anon.* (1 Dowling, 174); *Re Haddon* (2 Dowling, 110); *Stevens v. Hill* (11 L. J. Ex. 329); *Anon.* (12 L. J. Q. B. 331); *Re King* (8 Q. B. 129). The effect of the cases was that, although conduct was fraudulent and discreditable, yet if it had not arisen in his professional character as an attorney such conduct was not held sufficient to justify the court in interfering. That rule had been enlarged, the court holding that if a solicitor had been guilty of gross fraud, though not committed by him in his character of solicitor, the court would interfere; but in all the cases reported since then the conviction involved charges of fraud: *Re Plake* (30 L. J. Q. B. 33); *Re Hill* (L. R. 3 Q. B. 543). The only authority the other way was a statement by Lord Westbury in *Re Wallis* (L. R. 1 P. C. 283), where he says, "If an attorney be found guilty of moral delinquency in his private character, there is no doubt that he may be struck off the rolls," but that was an *obiter dictum*, and not necessary for the decision of that case, and does not support the law laid down in other cases. [WILLS, J.—The difficulty is that there are cases unconnected with fraud, but so disgraceful in their nature—e.g., if a solicitor were convicted of an unnatural offence—that the court would undoubtedly interfere.] That is true, but this is not such a case.

WILLS, J.—No doubt there are some cases in which a conviction carries with it sufficient materials on which the court can act, but this conviction may be only owing to gross carelessness on the part of the solicitor in not having got rid of tenants who were carrying on a disorderly house, or he may have been the principal person concerned in carrying on the house. A mere conviction in a case like this was not sufficient in itself to strike the solicitor off the rolls. The further hearing would be adjourned for the Incorporated Law Society to bring before the court materials on which they could judge of the gravity of the offence.—COUNSELL, Hollams; Hon. B. Coleridge, Q.C., and Weatherley.—Times.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

April 12.—WILLIAM WORTLEY PRATT (Norwich).

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst.; Mr. Sidney Smith in the chair. The other directors present were Messrs. Grantham, R. Dodd, Wm. Gears, C. B. O. Gepp (Chelmsford), Frank B. Parker, Henry Roscoe, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £425 was distributed in grants of relief, four new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 11.—Mr. C. Herbert Smith in the chair. The subject for discussion was: "That the case of *Re Hoyle*, *Hoyle v. Hoyle* (1893, 1 Ch. 84) was wrongly decided." The debate was opened in the affirmative by Mr. Brownjohn, and in the negative by Mr. Neville Tebbutt. The following members spoke on the question—viz.: Messrs. Jerwood, Blagden, Arthur Smith, Clarke, Foden Pattinson, Bell, Alder, Anderson, Simon, Kinipple, and Watson; and the opener shortly replied. The motion was lost. There was a good attendance of members.

COUNCIL OF LEGAL EDUCATION.

At the Easter Pass Examination, held at the Inner Temple in March, the Council of Legal Education have awarded pass certificates to the following:—

INNER TEMPLE.—W. H. Aggs, A. Blakelock, A. J. Bles, E. S. Brown, D. R. Dangar, A. Earnshaw, G. F. Emery, T. W. Fry, C. Garnett, J. H. Joyce, F. H. Kelly, H. Latham, W. Lawson, W. W. Legg, J. C. W. Madden, H. W. Marigold, R. M. Montgomery, W. H. Nagle, T. W. Nussey, W. H. S. Oulton, A. R. Pennington, C. Potts, H. F. Previté, R.

B. Pynsent, W. Russell, W. C. Russell, F. P. M. Schiller, E. A. Speed, J. A. Theobald, A. B. R. Wallis, and L. R. Wilkinson.

MIDDLE TEMPLE.—A. R. Bax, C. L. Botha, A. J. E. Bucknor, F. A. Clarke, J. E. Cooney, C. E. S. Gillies, G. M. Harria, H. Hodge, F. E. T. Krause, E. T. Lloyd, J. F. M'Arthur, R. A. Mitchell, W. Packer, A. Prentice, F. W. R. Rycroft, F. M. Sethua, I. Shimizu, N. C. Simner, F. G. Storey, G. O'D. Walton, and H. D. Warner.

LINCOLN'S INN.—H. J. Allen, T. A. Bertram, A. L. Briscoe, R. B. P. Cator, K. R. Chandra, W. H. Cozens-Hardy, W. H. Duckworth, W. R. Elliston, R. E. Pilkington, W. R. Rendell, W. G. L. Rice, C. A. L. Swale, W. D. Thurnam, and the Hon. N. C. Walsh.

GRAY'S INN.—J. E. Faulks, A. F. Gell, H. L. Kumar, H. D. Moore, and E. Owen-Roberts.

Thirty-eight candidates were rejected.

The following passed in Roman Law:—

MIDDLE TEMPLE.—G. M. U. Ahmad, D. N. Bahadurji, F. W. Bartlett, E. H. Cartwright, H. W. Edwards, J. F. Ewen, C. V. Hartley, S. M. Hosan, W. F. Howard-Flanders, W. T. Lawrance, P. Nand, T. H. Pentling, J. S. Ruston, and E. H. L. Williams.

INNER TEMPLE.—Z. Bahadur, H. C. Barctow, J. Vandrey Braddon, A. B. Broadway, G. Cartwright, E. L. Chapman, B. A. Charlesworth, C. E. M. de Carteret, W. Edmonds, M. R. Emanuel, J. Garlick, C. E. Gooch, D. W. Graham, E. Hilliard, E. B. H. Kershaw, H. L. Lewis, A. Mahler, H. A. Nicol, C. H. Oliverson, W. P. Rylands, E. M. Samson, L. Shepherd-Smith, E. F. Williams, and G. L. Wilson.

LINCOLN'S INN.—E. W. T. Beck, H. Bose, S. R. Chelva Rayan, F. C. Drake, J. W. Girard, H. F. S. Jebb, G. T. Martin, A. E. Russell, and M. D. Vedant.

GRAY'S INN.—H. D. Batra, N. Chand, A. E. Dunphie, L. S. Green, and J. J. Jackson.

Twenty candidates were rejected.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Thursday, the 30th day of March, 1893.

I, Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby transfer the cause of "Edward Ansted and Mary Randall, widow (on behalf of themselves and all other holders of mortgage debentures of the defendant company), plaintiffs v. The Land Company of Australasia, defendants (1893-A-267)," from Mr. Justice Kekewich to Mr. Justice Vaughan Williams.

HERSCHELL, C.

LEGAL NEWS.

APPOINTMENTS.

Mr. WALTER LAURISTON LEWIS, solicitor (of the firm of L. W. Lewis & Sons), Walsall, has been appointed Clerk to the Justices of the Rushall Division of Staffordshire, in the place of his father, Mr. L. W. Lewis, resigned. Mr. Walter L. Lewis was admitted in November, 1884.

Mr. LUTHER DAVIS, solicitor, Abergavenny, has been appointed a Notary Public for Abergavenny and within a distance of ten miles thereof.

Mr. JOHN KNOTT VINER LEEDER, solicitor, Swansea, has been appointed a Commissioner for Oaths. Mr. Leeder was admitted in March, 1885.

Mr. WILLIAM LEA, solicitor, Townhall-chambers, Borough High-street, S.E., has been appointed a Commissioner for Oaths. Mr. Lea was admitted in November, 1886.

Mr. HERBERT LONGMAN LEONARD, solicitor, Bristol, has been appointed a Commissioner for Oaths. Mr. Leonard was admitted in August, 1885.

Mr. ARTHUR LARON LOWE, M.A., LL.B., solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Lowe was admitted in November, 1886.

Mr. ALFRED COLLINGWOOD LEE, solicitor, Waltham Abbey, has been appointed a Commissioner for Oaths. Mr. Lee was admitted in February, 1886. He is clerk to the Cheshunt Local Board and the Cheshunt School Attendance Committee.

Mr. SYDNEY TAYLOR, B.A. Lond., solicitor, Buxton, has been appointed a Commissioner for Oaths. Mr. Taylor was admitted in November, 1886.

Mr. CHAS. RUFFE THOMAS, solicitor, Maidenhead, has been appointed a Commissioner for Oaths. Mr. Thomas was admitted in February, 1884.

Mr. JOHN TRAVERS, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Travers was admitted in January, 1884.

Mr. CHAS. THORNTON, solicitor, Nelson, has been appointed a Commissioner for Oaths. Mr. Thornton was admitted in December, 1886.

Mr. ALFRED TARBOLTON, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Tarbolton was admitted in August, 1883.

Mr. JOHN TROUTBECK, M.A., B.C.L., solicitor, 11, Victoria-street, Westminster, S.W., has been appointed a Commissioner for Oaths. Mr. Troutbeck was admitted in May, 1884. He is coroner for the City and Liberty of Westminster.

Mr. HARRY JESSE MARTIN, solicitor, Gosport, has been appointed a Commissioner for Oaths. Mr. Martin was admitted in January, 1887.

Mr. GEORGE WITHINGTON NORRIS, M.A., solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Norris was admitted in April, 1886.

Mr. ERNEST PEELE, solicitor, Durham, has been appointed a Commissioner for Oaths. Mr. Peele was admitted in May, 1886.

Mr. JAMES KIRBY RIGGALL, solicitor, Watford, has been appointed a Commissioner for Oaths. Mr. Riggall was admitted in December, 1886.

Mr. JOSEPH PROCTOR RUSSELL, solicitor, Sheffield, has been appointed a Commissioner for Oaths. Mr. Russell was admitted in August, 1882.

Mr. CHAS. WM. VANDERSTEGEN STEWART, solicitor, 4, Broad-street-buildings, City, has been appointed a Commissioner for Oaths. Mr. Stewart was admitted in January, 1886.

Mr. BIDELE SUDDABY, solicitor, Hull, has been appointed a Commissioner for Oaths. Mr. Suddaby was admitted in April, 1886.

Mr. FRANCIS STUNT, solicitor, 12, Great Marlborough-street, W., has been appointed a Commissioner for Oaths. Mr. Stunt was admitted in November, 1885.

Mr. GEORGE COOPER SPRIGGE, solicitor, Leicester, has been appointed a Commissioner for Oaths. Mr. Sprigge was admitted in July, 1886.

Mr. JOHN BRIDSON SEATLE, solicitor, 13, Sloane-square, Chelsea, has been appointed a Commissioner for Oaths. Mr. Seale was admitted in September, 1886.

Mr. FRANK TAYLOR, solicitor, 13, Putney Hill, S.W., has been appointed a Commissioner for Oaths. Mr. Taylor was admitted in October, 1886.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

ALFRED CHARLES REDSHAW WILLIAMS and JOHN JOSHUA SPRIGGE, solicitors (Williams & Sprigge), 63, Queen Victoria-street, London. June 24. [Gazette, April 11.]

GENERAL.

The Hon. David Dudley Field has, says the *Albany Law Journal*, presented to the State Library of Connecticut, his native State, his principal cases and arguments, bound in fifty-eight volumes.

A meeting of the judges of the Queen's Bench Division was to be held on Thursday for the purpose of considering a memorandum of the Lord Chancellor on the subject of the present circuit arrangements, and to get the opinion of the judges thereon.

The judicial business of the House of Lords will be resumed on Thursday next, the 20th inst., when the cases of *Savery v. The Enfield Local Board* and *Stears v. Rogers* will be in the paper for hearing. The present list contains the names of twenty-two cases, of which fifteen are English, two are Irish, and five are Scotch appeals.

The Canada law journals, says the *Albany Law Journal*, are very properly rebuking Chief Justice Armour, of the Ontario Queen's Bench, for "refusing to adjourn for lunch all through the assizes." He is reported as having declared that "no man ought to eat between nine and six." These hours, we presume, are those of the daytime. The *Western Law Times* says, with some pardonable heat: "He even undertook to rebuke a Queen's Counsel and leader of the bar, who was forced to munch a biscuit or two in court, for so doing, though it is satisfactory to relate that the Q.C. took no notice of this gratuitous impertinence, but went on putting the biscuits where they would do most good for the time being. The poor court officials, however, and the jury were completely bull-dozed and had to stand it as best they could. . . . If Chief Justice Armour is physically the victim of some functional derangement which forbids his taking lunch he ought not mentally to be of such a dog-in-the-manger temperament that he cannot bear to see any one else eat." A hungry court is notoriously an ill-natured court, and it is subjecting a prisoner to an unfair burden to compel him to stand trial before a judge who has not eaten anything for nine hours. Our only wonder is that his honour did not punish for contempt that Q.C. who persisted in ruining his health by those interpolated biscuits. Counsel in his courts would do well to adopt "hunger belts."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, April.....17	Mr. Farmer	Mr. Ward	Mr. Beal
Tuesday.....18	Roll	Pemberton	Pugh
Wednesday.....19	Farmer	Ward	Beal
Thursday.....20	Rolt	Pemberton	Pugh
Friday.....21	Farmer	Ward	Beal
Saturday.....22	Rolt	Pemberton	Pugh
	Mr. Justice STIRLING.	Mr. Justice KEEWICH.	Mr. Justice HOMER.
Monday, April.....17	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday.....18	Godfrey	Cloves	Lavie
Wednesday.....19	Leach	Jackson	Carrington
Thursday.....20	Godfrey	Cloves	Lavie
Friday.....21	Leach	Jackson	Carrington
Saturday.....22	Godfrey	Cloves	Lavie

List, the above general arrangement will be subject to modification by the judges, of which due notice will appear in the Daily Cause List.

APPEALS FROM THE CHANCERY AND QUEEN'S BENCH DIVISIONS.

For Judgment.

(Chancery Division.)

Hampden v Earl of Buckinghamshire app of plts from order of Mr Justice Kekewich, dated Dec 20, 1892 (c a v Jan 25 and Feb 14—present Lords Justices Lindley, Bowen, and Lopes On Feb 20 judgment ordered to stand over with liberty to apply to restore)

(Queen's Bench Division.)

Haigh v West app of plt from judgt of Mr Justice Charles, dated Feb 13, at trial without a jury in Middlesex (c a v Mar 18—present Master of the Rolls and Lords Justices Lindley and Lopes)

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

For Hearing.

(Final List.)

1893.

In re T. B. Simpson's Will and Met & District City Lines Acts and Land Clauses Consolidation Act app of Amy Blandford & ors from order of Mr Justice Kekewich, dated May 28, on question arising under settlement trusts Feb 8

In re The Washington Diamond Mining Co, Id, and Co's Acts appl of Liquidator from order of Mr Justice Vaughan Williams, dated Jan 28, disallowing fees paid to unqualified directors Feb 14

In re Paine & Co's Trade Marks (Nos 20,352 and 53,523) and Patents, Designs, &c, Acts appl of Messrs Paine & Co from order of Mr Justice Kekewich, dated Feb 1, expunging trade mark Feb 14

Paine & Co v Daniells & Sons Breweries, Id appl of pliffs from judgt of Mr Justice Kekewich, dated Feb 1, refusing to restrain alleged infringement of trade mark Feb 14

In re Scovell, dec (construction of will) Scovell v Scovell appl of deft from judgt of Mr Justice Romer, dated Aug 8, 1892 Feb 15

In re Baker & Isard v Vendors' & Purchasers' Act, 1874 appl of J. Isard from order of Mr Justice Kekewich, dated Feb 2, refusing appln for compensation Feb 17

In re Humphrys, dec (construction of will) Humphrys v Levett appl of defts B. C. L. Rastrick & ors from order of Mr Justice North, dated Dec 20, 1892 Feb 21

In re Northern Transvaal Gold Mining Co, Id, and Co's Acts app of C W Perryman from order of Mr Justice Vaughan Williams, dated Feb 1, directing Co to be wound up compulsorily Feb 21

Matthews v Rogers app of plts from judgt of Mr Justice A L Smith (sitting for Mr Justice Romer), dated Feb 17, 1892 Feb 24

In re Trade-Mark 37,030 registered by W Powell trading as Goddall, Backhouse, & Co app of W Powell from order of Mr Justice Chitty, dated Feb 15, 1893 Feb 24

Rupier v London Tramways Co, Id app of defts from judgt of Mr Justice Kekewich dated Jan 11, 1893, on motion treated as trial of action March 6

Divorce Alice Elizabeth Gooch, Petnr, v Alfred Sherlock Gooch, Resp app of Petnr Lady Gooch from judgt of the President, dated Feb 21, dismissing petnr for judicial separation March 7

Divorce G Parkinson, Petnr, v Mary E Parkinson, Resp, and F P Cabot, Co-Resp app of petnr G Parkinson from judgt of Mr Justice Gorell Barnes, dated Feb 23, dismissing petnr for dissolution of marriage and for leave to adduce further evidence March 9 (Security ordered March 9)

In re Colyer, dec (Construction of Will), Colyer v Colyer app of plts from judgt of Mr Justice Kekewich, dated Jan 19, 1893 March 9

In re Fish, dec Bennett v Bennett appl of pliffs from judgt of Mr Justice Wright (sitting as an additional judge of the Chancery Division), dated Feb 10, 1893 March 9

Nathan v Sinclair appl of defts from judgt of Mr Justice Chitty, dated Feb 14, upon report of Official Referee March 10

Concha v Murrieta and three original Causes appl of M A Concha & Adelinda, his wife, from orders of Mr Justice Stirling, dated June 20 and July 9, 1889 set down Aug. 2, 1889 (restored for hearing after judgt of House of Lords, dated Aug 1, 1892)

In re The British and American Trustee and Finance Corpn Id and reduced and Co's Acts appl of the Corpn from order of Mr Justice North, dated Feb 18, dismissing petnr for reduction of capital March 11

In re Rintoul's Settlement Campbell v Burgess appl of defts from judgt of Mr Justice North, dated Feb 3, declaring pliffs, as executors of trust disposition, entitled to rank for dividends in distribution of trust funds March 14

Jones v Lawrence appl of deft from judgt of Mr Romer, dated Dec 21, 1892 March 15

In re Santa Rosalia del Carmen (Mexico) Copper Co, Id & Co's Act, 1862 app of the Co from judgt of Mr Justice Wright (sitting as an additional judge of the Chancery Division) dated Feb 14, for removal of name from register, on appln of personal representative, and return of allotment money March 15

Bolton v Ridley appl of pliff from judgt of Mr. Justice Kekewich, dated Jan 21, 1893 March 16

In re The Federal Bank of Australia, Id & Co's Acts app of the Federal Bank from order of Mr Justice Vaughan Williams, dated March 11, for compulsory winding up of Co March 18

Boyd v Mathers app of pliff from judgt of Mr Justice Kekewich, dated March 7, 1893 March 25

Powell v The London & Provincial Bank, Id & ors app of defts from judgt of Mr Justice Wright (sitting as an additional judge of the Chancery Division) dated Feb 16, 1893 March 29

From the County Palatine Court of Lancaster.

(Final List.)

1893.

In re The Fireless Engine Co Id & Co's Acts and Lancaster Acts app of John Crighton from order of W. F. Robinson, Esq., Q.C., dated Feb 1, rectifying register on appln of G C Peel March 7

FROM THE QUEEN'S BENCH AND ADMIRALTY DIVISIONS.

For Hearing.

Final List.

1893.

Kearney v The Whitehaven Colliery Co (Q B Crown side) app of plt Patrick Kearney from judgt of Justices Grantham and Charles dated June 16, 1892, re-entered for hearing on re-statement of case, remitted for that purpose by order of Court of Appeal, dated Nov 25, 1892

Gueret v Andouy app of defts from judgt of Mr Justice Lawrance, dated Feb 13, at trial without a jury in Middlesex March 1

The Wilts and Dorset Banking Co v Kelson app of plt Co from judgt of Mr Justice Mathew, dated Feb 18, on fur con after trial with a special jury in Middlesex (new trial not asked for) March 7

Dougal v McCarthy app of plt from judgt of Mr Justice Hawkins, dated March 6, at trial without a jury in Middlesex March 8

Driver v Broad app of plt from judgt of Mr Justice Mathew, dated Feb 28, at trial with a special jury in Middlesex; and notice of contention by deft (new trial not asked for) March 16

Ship Mogador (damage) Anders Loversen v Owners of Ship Mogador and also The Mersey Steamship Co (Interveners) app of plts from judgt of the Divisional Court, dated March 6, 1893 (without Assessors) March 20

Peckover v Rowland appl of deft from judgt of Mr Justice Mathew, dated Feb 27, at trial without a jury in Middlesex March 21

McIntosh v Newman appl of defts from judgt of Mr Justice Mathew, dated March 4, at trial without a jury in Middlesex (new trial asked for) March 22

The Bank of New Zealand v The London Bank of Mexico and South America Id appl of defts from judgt of Lord Justice Bowen, dated March 10, at trial without a jury in Middlesex March 24

Pattle v Anstruther appl of deft from judgt of Lord Justice A L Smith, dated 21 March at trial without a jury in Middlesex March 25

Culverwell Brooks & Co v Martin appl of pliff from judgt of Lord Justice Kay dated March 8, at trial without a jury in Middlesex (new trial asked for) March 25

The American Concentrated Must Co v Hendry and anr appl of deft Hendry from judgt of Lord Justice Bowen dated March 14, at trial without a jury in Middlesex March 27

Tucker v Locke-King appl of plt from judgt of Lord Justice A L Smith, dated 23 March, at trial without a jury in Middlesex March 30

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

(ADMIRALTY.)

For Hearing.

With Nautical Assessors.

1893.

Ship Northgate (damage) Owners of Inchborva v Owners of the Northgate appl of pliffs from judgt of Mr. Justice Gorell Barnes, dated Feb 16, 1893 March 21

FROM THE QUEEN'S BENCH DIVISION.

Sitting in Bankruptcy.

Appeal (in Bankruptcy).

1893.

In re J N Flatau, Exp Official Receiver appl of Official Receiver from order of the High Court sitting in Bankruptcy, dated March 3, rescinding receiving order made on appln of debtor March 24

FROM THE QUEEN'S BENCH DIVISION.

New Trial Paper.

1893.

Henderson v The Newcastle and Gateshead Gas Co. appln of pliff for judgt or new trial on appl from verdict and judgt dated Feb 23, at trial before Mr. Justice Collins and a special jury at Newcastle Mar 8

Busby v The Local Board of Leyton appln of pliff for judgt or new trial on appl from verdict and judgt, dated March 1, at trial before the Lord Chief Justice with a jury in Middlesex March 14

Alabaster and ors v The Medical Battery Co, Id appln of defts for judgt or new trial on appl from verdict and judgt dated March 8, at trial before the Lord Chief Justice with a jury in Middlesex March 15

Hope v Brash Brothers appln of pliff for judgmt or new trial on appl from verdict and judgt, dated Feb 22, at trial before Mr Justice Charles and a common jury at Carlisle March 27

The Marquess of Abergavenny v Owen appln of deft for judgt or new trial on appl from verdict and judgt, dated March 1, at trial before Mr. Justice Grantham and a special jury at Monmouth March 28

Holdstock v Andrews appln of deft for judgt or new trial on appl from verdict and judgt, dated Feb 8, at trial before Mr Justice Grantham and a common jury at Reading March 29

FROM THE CHANCERY, PROBATE AND DIVORCE DIVISIONS.

Interlocutory List.

1892.

In re Isaac, dec Cronbach v Isaac appl of debts L Solomon and another from ord of Mr Justice Kekewich dated 29 Nov and 9 Dec, 1892 Dec 28

1893.

Divorce Marie A A Drummond, Petar v J N Drummond Respt and E F Fox, cited appln of E F Fox for new trial on appl from verdict and decree nisi at trial before Mr Justice Gorell Barnes and special jury in Middlesex March 4

Sesquah, Id v Bailey. appl of pliff co from order of Mr Justice Kekewich, dated March 3, refusing to restrain user of name of pliff co until trial of action March 6

In re Hardy, dec Turner v Hardy, appl of G H Macnamara from order of Mr Justice Kekewich dated Feb 28, refusing leave to execute legal mortgage in confirmation of prior mortgage March 8

Moore v Midland Ry Co, appl of debts from ord of Mr. Justice North dated Feb 17, refusing discovery of documents on oath and leave to deliver interrogatories March 13

Willis v Earl Howe app of pliff from order of Mr. Justice Kekewich dated Feb 3, striking out claim as disclosing no reasonable cause of action March 24

Hunslet Sanitary Authority v Meynell Ingram appl of debts from order of Mr. Justice North, dated March 25, restraining cutting off water supply to adjacent towns March 30

Divorce Lentz v Lentz and Burdell app of F. C. Lentz from order of the President, dated Mar 28, refusing attachment for nonpayment of costs of suit March 30

FROM THE QUEEN'S BENCH DIVISION.

Interlocutory List.

1893.

In re Arbitration Act, 1889 & In re an Arbitration between Kenworthy & Sutton and the Queen Insurance Co app of claimants from order of Justices Day & Collins, dated Jan 14, refusing to set aside umpire's award or remit for reconsideration Feb 3 (security ordered)

The Sheepbridge Coal & Iron Co, Id v Plevins app of defendants from judgment of Justices Day & Collins, dated Feb 1, for pits on points of law raised in pldgs Feb 22

Johns v Fuller & anr app of pliff from order of the Lord Chief Justice and Lord Justice Lopes, dated March 20, refusing to set aside order for security for costs March 28

Bowes Scott & anr v The Caustic Soda and Chlorine Syndicate, Id app of defendant from order of the Lord Chief Justice and Mr. Justice Hawkins, dated March 6, setting aside order for leave to defend on payment into court March 28

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1893.

(Continued from p. 393.)

Before Mr. Justice CURRY.

Causes for trial (with witnesses). Thomas v Radcliffe adj sums for stay of proceedings and submission to arbitration

In re James White, otherwise Hayee, an Infant by W H King, next friend adj sums for appointment of guardian during minority

In re Henry Duke's Estate Mellereh v Duke adj sums questions arising in administration expte surviving Exors and Trustees

In re Daveron, dec Bowen v Churchill special case (set down by order dated Dec 15, 1892)

In re Strong's Settlement Auchterlonie v Strong (expte Osborne's exors) adj sums

In re Andrew Taylor dec Taylor v Taylor (construction) adj sums

In re the Newcastle, Northumberland, and Durham Permanent Benefit Building Soc & Co's Acts, 1862 & 1867 Expte Offil Liquidr adj sums

In re Earl of Radnor's Settled Estates In re Earl of Radnor's Will Trusts Radnor v Bouverie Expte tenant for life adj sums

In re Rosenberg & Shallard's Contract & V & P Act, 1874 Expte Rosenberg adj sums

Lovett v Maxwell m f j

In re Henry Latter, dec Latter v Latter Ord 55, adjd sums for declaration

In re Thos Farrer, dec Farrer v Farrer adjd sums for determin of rights of parties

In re Richd Andrews, dec Stick v Andrews adjd sums by surviving Trustee of Will for determin of questions

In re A G Ditton a solr (Taxation) adjd sums for taxation of solrs bill of costs

James v James act

In re Rev David O James, dec James v James adjd sums

In re Matilda L James, dec James v James adj sums

In re Jno Freebody's Settlement Freebody v Leslie adj sums by trustees for directions

In re Augusta Benning's Estate Masterman v Miller adj sums by exors and trustees for determin of questions

In re Drury's Trust; In re Handley's Trust Roughton v Handley and ors adj sums by trustees

In re Elizabeth S Hall, dec, and Blanche M T Bullen, dec Wheeler v Bullen and Settled Land Act, 1882 adj sums of debt, J B S Bullen

In re Francis Barough, dec Green and ors v Barough and ors adj sums for determin of questions

Pitt v Pitt Simmons v Pitt expte

deft T M S Pitt adj sums to proceed and for declaration

In re Wilkes' Trust, Greenwood v Tolson adj sums by Fredk Greenwood claiming as assignee under settlement Trusts

In re Samuel Knight, dec, Knight v Knowsley adj sums by Trustees of Will for determination of questions

Att-Gen and the Mayor, &c, of Bradford v the Mayor, &c, of Morley and the Gildersome Local Board mtn by pliffs for costs of motion and action between pliffs and Local Board (placed in non-witnesses' list by order)

In re J H Stretton, dec, Stretton v Stretton (Birch's claim) adj sums by Trustees of Settlement

In re Richard Walton's Estate, Pickford v Turner adj sums by Legatee for account of Real and Personal Estate

In re Edward Breese's Estate, Breese v Jones adj sums for determination of questions in administration

In re Samuel Dix, dec, Dix v Dix adj sums by Executors and Residuary Legatee for determination of questions

In re Alfred Bishop's Estate, Bishop v Bishop adj sums by Residuary Legatee and c q t for declaration as to accounts

In re T Sykes' Estate Sykes v Sykes (construction) adjd sum for approval of mortgage

In re Oliver's Estate Oliver v Oliver Expte Heir-at-Law adjd sums as to share of real estate

In re Jno. Martin, dec Martin v Wadsworth adjd sums by Trustees for determin of questns

In re Thos. Fisher's Estate Ashwin v Crowther Expte Pliff adjd sums for payment of costs

In re Champion & Sons and Solicitors' Act (expte Wm. R. Foster) adjd sums for declaration as to certain costs

In re Contract dated Oct 20, 1890, for sale of Hereditaments at Stevenage, between F. F. Ramuz and Chas. Edwards and V. and P. Act, 1874 adjd sums by F. F. Ramuz for declarn that contract rescinded

In re T. J. F. White's Estate Perks v White Expte Exors and Trees of Perks, a creditor adj sum

In re S. S. Seal, a solr Expte Crickett adjd sums for review of taxation

In re Sir Stephen Cave, dec Cave v Bayley adj sums by surviving trustees for determin of questns

In re Wm Clark's Estate Fawcett v Pethick adjd sums by plf for reconpmnt

In re Long, dec Long v Bousfield adj sums by exors

In re Hoste's Settlement Trusts Brencchley v Hoste adj sums by Trustees

In re Miller's Settlement Miller v Brown (Order 55) adj sums

Henry Brooks & Co Id v Henry Spain ex dft adj sums for commission

Phillips v Phillips (partition action) adj sums for construction

In re Anne Williams and Married Woman's Property Act (expte G T Williams) adj sums

In re Thos Wiltshire, dec Wiltshire v Wiltshire (ex pte resid legatee) adj sums

In re Jas Roby's Estate In re Margt Roby's Estate Roby v Newington (ex pte sur trustee) adj sums

In re Contracts between A Pursell and J H Deakin and anr and V & P Act, 1874 (ex pte Greenwood) (right to production) adj sums

In re S H Withers' Trusts Lancashire v Withers (construction—ex pte Beneficiaries) adj sums

In re Mercer, dec Drewe-Mercer v Drewe-Mercer and Settled Land Acts (Order 55) adj sums by tenant for life

Gould v Gould m f j

In re The Reliance Permanent Benefit Building Society (expte Official Liquidator) (Preference Shareholders) adj sums

In re Wm Sapote, dec Morrison v Sapote (Order 55) (expte pliff) adj sums

Lady Cardigan v Carson Howe (expte tenant for life) adj sums for repaymt out of capital

In re Gerard Settled Estates, the Eastwell Park Estate Settled Land Acts In re resettlement of Garawood Estates, County of Lancaster (expte Lord Gerard) scheme for improvements adj sums

Christy v Goodwin m f j

In re Wilson, dec Telford v Potts m f j

In re Chas Chester's Will In re Elizabeth Jones's Settlement Chester v Chester 1892, C 4040 adj sums by trustees as to liability of estate in respect of settlement funds

In re Chas Chester's Trust Chester v Chester 1892, C 4169 (questions in administration) adj sums

In re Pursell & Deakin's Contracts and Vendor and Purchaser's Act, 1874 (ex pte Alfred Pursell) adj sums

Barrett's Brewing, &c, Co v The Tivoli, Id (expte Horton) adj sum

In re Elizabeth Brooke, dec Brooke v Brooke (ex pte Infants by next friend for detrmn of questions in administration) adj sums

Before Mr. Justice NORTH.

Adjourned Summonses.

In re The New Hollingbourne Paper Mills Co, Id, and Co's Acts

In re Dowdeswell Dowdeswell v Dowdeswell

In re Sax Barned v Sax

In re Ottley Fox v Barry

In re Wilkinson Wilkinson v Howe

In re Rankin Rankin v Mac Iver

In re Higgs Barker v Arnold Fullerton v Martin

In re Seager West v Seager

In re Anderson Le Rossignol v Anderson

In re Bridger Consumption Hospital v Lewis

In re Fletcher Fletcher v Fletcher

In re Read Eames v Read (ex pte pliffs)

In re Same Same v Same (ex pte debt J Read)

Mars v Browne

In re Lancaster Gilling v Wilkinson

In re Hicks Lindon v Hemery

In re the Aberayron Mutual Ship Insco Socy, Id

In re Williams Roberts v Williams

In re Richardson Richard-on v Barnard

Willoughby v Paulet

In re the Victory, Id, and Co's Acts

In re Dakin Dakin v Dakin

In re Brathwaite Westby v Keane

In re Asplin Nairne v Knapping

In re Buchanan Hasluck v Buchanan

In re Cook Cook v Cook

In re Deacon & Co and V. & P. Act, 1874

In re Goode Goodwyn v Goode

Heathfield v Greenway
In re McMurdo Penfield v McMurdo
In re Butterworth Strutt v Roberts
Further Considerations.
Cockshott v Doré Gallery, Id, Law
Debuture Corp, Id, v Doré
Gallery, Id F C
Bristol Sublimed Lead Co v Miles
F C after Off Referee's report and
motion to vary

Before Mr. Justice STIRLING.
Causes for Trial without Witnesses
and Adjourned Summonses.
Goodier v Edmunds adj sums
Main v Canning fur con adjd from
Chambers and sums to vary,
dated Dec 22, 1892, and sums
dated July 21, 1892
Haisman v Prall act and m f j
In re A. Smith Day v Bonaine
adjd sums dated July 7, 1892
In re A. Smith Day v Bonaine
Taxing Master's report
In re A. Smith Day v Bonaine
adjd sums dated Jan 7, 1893
Rayner v Answers Co, Id special
case

Cooper v Burrard adjd sums
In re New Chile Gold Mining Co,
Id (expte Barnard's case) con-
tributory case
In re Robinson Robinson v Laurie
special case
In re Brogden Brogden v Barchard
adjd sums
In re Holmes, Foran v Newby adj
sums
In re Northey, Bowden v Stevenson
adj sums
Williams v Evans adj sums
In re Fletcher, Fletcher v Fletcher
sp case
In re Palmer, Paimer v Ownsworth
adj sums
In re March, Kittoe v Gilbert adj
sums

In re Johnson, Morewood v John-
son adj sums
Bevan v Briton Ferry, & Co, Id
adj sums
In re Elen, Thomas v McKechnie
adj sums
In re Dark, Dark v Bromley adj
sums

In re Butler, an Infant adj sums
Bennett v Watson adj sums
In re Bowring, Bowring adj sums
In re Campbell, Campbell v Camp-
bell adj sums
In re Fewson, Chessman v Chess-
man adj sums
In re Arnison, Naters v Arnison
adj sums
Braddell v Cleveland Auction Mart
Co, Id act

In re Fuller Lilley v Crisford adj
sums
Whittington Life Assurance Soc v
Sanderson act
Lewis v Darby act

Point of Law.
Hewitt v Earl of Harrington point
of law set down by consent
Further Considerations.

In re Bridger Jones v Arnold fur
con
Foster v Johnson fur con
Sykes v Crust fur con and sums
In re Jolly Jolly v Jolly fur con
adj from Chas and adj sums

Before Mr. Justice KEKEWICH.
Points of Law.
Thomas v Phillips point of law set
down by order S O till trial by
order
Glyn v Steer point of law set down
by order, 24.1.93

Causes for trial (without witnesses).
Haynes v Foster action
Willan v Winn action

Adjourned Summonses.
In re Johnston Hayton v Hobson
(plt)
In re Same Same v Same (Attorney
Gen)
In re Jones Jones v Jones
In re Collyer Turner v Northern
Counties, & Co, Id
In re Carver Carver v Hunter
In re Morgan & Rhye, & Co (taxation)
Gash v Ashcombe
In re Westmoreland Green and Blue
Slate Co, Id, & Co's Acts
In re Oriental Pension, & Co, Fund,
Id, & Co's Acts
In re Foot, Symonds v Summers
Hodgson v Medhurst
In re Rogers, Law v Harriman
In re James, Ticehurst v Bridge
In re Turner, Turner v Watson
Pendall v O'Connell
North Australian, & Co, Co v Golds-
brough, Mort, & Co, Id
In re Goody & Johnson & V & P
Act, 1874

In re Annesley, Fiddes v Ainsworth
In re Bagot Paton v Ormerod
In re The Manchester, Middleton,
& District Trams Act, & Co (expte
Thomson & Co) (cross examn)
In re Same, & Co (expte Sell n)
In re Beresford Beresford v Beres-
ford (pltff)

In re Same Same v Same (deft A
Beresford)
In re Jeff West v Millard
In re Mullett Hayes v Mullett
In re Plowden Plowden v May
Blackledge v Anderton
In re Ennis Coles v Peyton
In re Lovett Lovett v Lovett
In re Harris Sabine v Harris
Howell v Lewis

In re Murphy Horrigan v Murphy
(11 April)
In re Pritchard Haines v Penning-
ton

In re Cordova Union (expte Greener)
Not before 12 April
In re Lakin Lakin v Turner
In re Burton Barker v Burton
In re Bridgewater Estates & S. L.
Acts

Further Considerations.
Wilcox v Kemp third fur con
Graham v Richardson fur con

Companies (winding up).
Before Mr. Justice VAUGHAN
WILLIAMS.
(Sitting as an additional Judge of
Chancery Division.)

Petitions (unopposed first).
In re Alkaline Reduction Syndicate
Id (petn of Soda Improvement Co
Id)

In re Judd & Co Id (petn of H C
Berry and another)

In re Metallurgical Syndicate Id
(petn of D Russell)

In re Lane End Works Id (petn of
O J Stewart)

In re Larmuth & Co Id (petn of F A
Wells)

In re Elmore's French Patent Cop-
per Depositing Co Id (petn of
Loan & Finance Corp Id)

In re Kent, Sussex and General
Land Soc Id (petn of Capital &
Counties Bank Id)

In re Electrical Supplies & Fittings
Co Id (petn of Electrical Co Id)

In re Atlas Finance Federation Id
(petn of Gale & Polden Id)

In re Capital and Counties Land
Building and Investment Co Id

In re New Morgan Gold Mining
Co Id

Court Summonses.

In re Cornwall Brick Tile and Terra
Cotta Co, Id

In re Washington Diamond Mining
Co, Id

Chamber Summonses.
In re Marshalls Id
In re Anglo-Austrian Printing &
Publishing Co, Id
Williams v Borough of Portsmouth
Trams

Actions for trial.
Strong v Carlyle Press Id
Ellis v Ranken Ellis & Co, Id

Before Mr. Justice ROMER.
Causes for trial (with witnesses).
Transferred by Order dated 10
March, 1893.

Turnock v Evans act
In re J Hill Hill v Hill act

Russell v Passburg Grains Syndi-
cate, Id act (not before 15 April)
Setterwall v Dorman, Brown, & Co
act (Trinity Sittings)

Baber v Wilts and Dorset Banking
Co, Id act
Tuckey v Freeman act

Parry v Minett Minett v Matthews
act and m f j
Lancaster v Lancaster act

Ford v Longcroft act
Lace v Birrell act
Turner v Pett act

Gater v Millikin act
Firby v The Licenses Insee Corp n
& Guarantee Fund, Id act

Day v Pepper act for trial set down
by deft & m f j by deft in counter
claim in default of plt's defence

Forster v Grant act
Nasmyth v Murdoch act
Ellerman v Fraser act

Imperial Colonial Finance & Agency
Corp n, Id v San Cibrán, Id act
Hall v Green act

Critchlow v Critchlow act
Death v Johns act
Nash v Death act

Smart v Smart act
Clingan v Watkins act
Tautz v Tautz act

King v Chappell act
Scott v Western act
Sutherland v Sutherland act (not
before 2 May)

Asdell v Neill act
Cann v Thorne act
Day v Day act

In re Foulkes Foulkes v Hughes
act
In re Osborne Moore v Osborne
act

In re Fuller Aldridge v Edwards
act
Brace v Williamson act

Grinwood v Weeks act
Day v Longhurst act & adj sums
Magrath v Briggs act

Napier v Robertson act & m f j
Hoolley v Orchard act
Thorne v Heard act

Riches v Caledonian Insee Co act
Groom v Cheeswright act
Waterlow v Hill act

Before Mr. Justice WRIGHT.
(Sitting as an additional Judge of
the Chancery Division.)

Causes for trial (with witnesses).
(Transferred from Mr Justice Romer
by order dated Dec 22, 1892).

Attorney-General v Fareham Guar-
dians adj sums (not before April
15)

Forrest v Walker act

Anderson v Edgbaston Brewery Co,
Id act (not before Trinity Sit-
tings)

Robson v Steriline, Id act
Wright v Walford act

Jones v Pim, Vaughan & Co act
(not before May 15)

Simpson v Cargill act (S O until
depositions filed)

MacLean v Griffin act (not before
May 2)

In re Petroleum Wells of Germany
Syndicate, Id, and Co's Acts
(expte J M Henderson) mtn for
removal of name from register
(not before April 20)

Saunders v Ross act
(restored liberty to apply)

(Transferred from Justices Chitty,
North, Stirling, and Kekewich by
Order dated Feb 9th, 1893)

Halford v Hart act
Hodgson v de Veysey act (not
before Trinity Sittings)

Birt v Gavin Gavin v Birt act on
claim and counter claim
Swift v Hooper act

Connex v Johnson act
Opera Glass Supply Co, Id v British
and Foreign Trading Co, Id act

Malcolm v Paul act (S. O. Pltff
bankrupt)

In re Burnley, dec Wood v Taylor
act
Brittain v Harris act

(Transferred from Justices Chitty,
North, Stirling, and Kekewich,
by Order dated March 10th, 1893.)

Lancashire v Hunt act and sums to
re-amend amended defence
(see note to next case)

Lancashire v Maynard and Hunt
act and sums for liberty to
amend defence (S. O. till Easter,
but not to be put in paper with-
out special order)

McRobert v Ilfracombe Local Board
act
Ferrand v Denholme Local Board
of Health act

Framwellgate Coal and Coke Co,
Id, v Durham Main Colliery Co
act

Browne v Stafford act
Hookham v Dutton & Co act

Morris v Burton act
Valentin v Lethbridge act
Dawson v Goodwin act

Hemmings v Goodwin act
South-Eastern Railway Co v Baker
act

Wood v Langrish act
Wood v Ford act

Wolmershausen v Gullick act
Nicholson & Co v Stratford Co-
operative Industrial Society, Id
act

Metropolitan Coal Consumers' Assn,
Id v Sheriff act & m f j (Not
before May 30)

Metropolitan Coal Consumers' Assn,
Id v Dando m f j (Not before
May 30)

Mathieson & Sons v Straker Bros. &
Co act
Nicoll v Swears & Wells act

Moore v Midland Railway Co act
Peach v Wimbledon Local Board
act

Alabone v Morton act

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1893.

SPECIAL PAPER.

For Argument.

1893.

Set down January 26, due January 31 Pattison, Wigg, & Co Proud v
Price & ors special case

Set down February 10, due February 15 Lloyd, George & Co Roberts v Holland & anr points of law
 Set down February 14, due February 20 Collyer, Bristow & Co Shaw v Thorpe special case
 Set down February 27, due March 4 J Plaakitt The Wimbledon and Putney Commons Conservators v Nicoll points of law
 Set down February 28, due March 5 Hamlin & Co In re Arbin Act, 1889, and In re Arbitration between Bater and anr and Mayor, &c, of Birkenhead special case
 Set down March 16, due March 21 Chas Steele Miller v Bischof special case
 Set down March 23, due March 28 Andrew Wood & Co Rylands v The Manchester, Sheffield, and Lincolnshire Ry Co points of law
 Set down March 30, due April 11 Tucker, Lake & Co Barton v Capewell Continental Patents Co, ld points of law

OPPOSED MOTIONS.

For Judgment.

The Wardens, &c, of Cholmeley's School, Highgate v Sewell & ors heard March 2, 1893, before the Lord Chief Justice of England and Mr Justice Hawkins
 De Bernales v New York Herald
 Same v Same heard March 23, 1893, before the Lord Chief Justice of England and Lord Justice Lopes

For Argument.

In re Wild & Wild, solicitors Expte Wild & anr (taxation) part heard June 15, 1892, before Mr Justice Cave and Mr Justice Lawrence
 In re a Solicitor Expte Incorporated Law Soc part heard Oct 25, 1892, before the Lord Chief Justice of England and Mr Justice Wills
 Pollock v Sharpe part heard Jan 25, 1893, before Mr Justice Day and Mr Justice Collins
 Eayres v The Vestry of St Mary, Islington part heard March 6, 1893, before the Lord Chief Justice of England and Mr Justice Hawkins
 In re R G Thompson, gent Expte Baylis (taxation) referred to District Registrar to report
 In re a Solicitor, Expte Incorporated Law Soc
 In re a Solicitor, Expte Incorporated Law Soc
 Watson v Lewis
 Graham v Steward
 In re an Arbitration between Antony Gibbs & Sons and the Peruvian Corporation, ld
 Girvin, Roper, & Co v Diederichsen
 In re SS Seal, one, &c (taxation)
 Mutual Loan Fund Assoc v Turner & ors
 Gatty v Farquharson
 Crompton v Calderdale Dyeing Co
 In re a Solicitor, Expte Incorporated Law Soc
 Morten, Cutler, & Co v Hastings
 Carter v Priest & anr
 Rylands v Flatau
 In re a Solicitor, Expte Incorporated Law Soc
 In re a Solicitor, Expte Incorporated Law Soc
 Parker v James
 Collins v London General Omnibus Co ld
 Janeway & anr v Willington
 In re Howell Thomas, one (or formerly one, &c) costs
 Hill v Cooper
 Brown v Lickorish & anr
 Delobel Flipo v Varty & ors
 Duff v Worth & ors
 Brotherton v Brotherton
 In re J W Druce, one, &c (taxation)
 Quick v Alleyne
 Smiles & ors v Baird
 Hood-Barra v Cathcart
 In re an arbit between Lowe & Sons & Petersen & Co
 Breed v Jackson
 Keane v Macleod & anr urgent
 Thompson v Palmer & anr
 Brims v Same
 Same v Same
 Firth & Sons, ld, v De las Rivas & anr
 Hewetson, Milner & Co, ld, v Tewart
 Hill v Watson
 Ettinghausen v Moreing
 Vitoria v Williams
 Lewis v The Clarence Street, &c, Bldg Soc
 The Rockingham Ry & ors v Temperley & Co
 Allen v The Golden Valley Ry Co
 Payne v Bott
 In re an Arbitration between Oldnall & Webb
 Soda Improvements Co ld v Parr
 Mansfeld v Schutz
 Magrath v De Friedland
 Poisson v Parkes
 King & Co v Knight
 Bank of Montreal v Matthews & ors
 Kemp & anr v Bennett
 St Gobain, Chauney & Cleary Co v Hoyermann's Agency
 Herbert v Maple

Attenborough v Botolph & Nicholson's Wharves Co ld
 Faulkner v Price
 In re Two Solicitors Expte Incorporated Law Soc
 In re a Solicitor Expte Incorporated Law Soc
 De Latour v Lee & anr
 Arnold v The London & Westminster Loan & Discount Co ld urgent
 Delamere v The Salt Union ld
 Parlett v Daintrey
 Hood-Barra v Cathcart
 Copping v Black
 The Ipswich Electricity Supply Co ld v Illife
 Bulpitt & anr v Galbraith
 Hawkins v Wilson (urgent)
 Dunhill v Norton
 Sandes & anr v Wildsmith & anr
 Wells v Adams
 Godman v Woodward & Co
 In re Arbitration between Dvorkovitz & The Gas Oil Syndicate, ld, & anr
 Henderson v Thorn
 The London & Scottish Issue Co, ld v Bird
 Hose v Robinson
 Tadman v Henman
 Wells v Mason
 Simpson v Rayson
 Cheston v Wickham

CROWN PAPER.

For Judgment.

Rochdale Newbould Friendly Soc v Barlow Magistrate's case (ca v Jan 17, 1893, coram L C J of England and Cave, J)
 Etherley Grange Coal Co, ld v Auckland District Highway Board Magistrate's case (ca v February 6, 1893, coram L C J of England and Cave, J)
 Middlesex The Queen v Judge of Brompton County Court and Vague Nisi to hear appln for contempt (ca v February 10, 1893, coram L C J of England and Cave, J)

For Argument.

Essex Bradley & anr v Rose Magistrate's case re-stated—S O till Lawrence, J, and Wright, J, sit together
 Essex The Queen v Buxton, Esq & ors, Jj, &c (expte Bradley) Nisi for certiorari for conviction (to come on with No 1)
 Essex The Queen v Same (Ex parte Hyde) Nisi for certiorari for conviction (to come on with No. 1)
 Somersetshire, Taunton G W Ry Co v Sharman County Court dft's app (part heard May 28, 1892, Mathew, J, and Wright, J)
 Middlesex The Queen v Burrows (expte Robinson) Nisi for quo warranto as vestry clerk of Tottenham
 Worcestershire The Queen v Mayor, &c, of Worcester nisi for mandamus to obey order of Local Government Board
 Middlesex The Queen v Guardians of Staines Union (expte Local Government Board) nisi for mandamus to drain Sunbury
 Yorkshire (E.R.) The Queen v Schofield, Esq, & ors Jj's, &c, for East Riding and Howden Highway Board (expte Hull and Barnsley Ry Co) Nisi for certiorari and order of Jjs
 Carmarthenshire Neath Union v Llanelly Union Order of Sessions Respondents' nisi to quash
 Middlesex The Queen v Tottenham Local Board (expte Reuben) Nisi for mandamus to make sewers
 Lincolnshire, Parts of Holland Thompson v H M Commissioners of Sewers for the district of Elloe, &c Quarter Sessions Appellants' nisi to quash
 Middlesex The Queen v The Staines Local Board Nisi for mandamus to obey order of Local Government Board at instance of Local Government Board
 Glamorganshire Thorney v Shoot Magistrate's case
 Middlesex Carter v Thomas Magistrate's case
 Met Pol Dist Ellis v London County Council Magistrate's case
 Met Pol Dist Holland & Hannen v Wallen Magistrate's case
 Lancashire The Queen v Justices for the County of Lancaster Nisi for mandamus to hear app against conviction of F Crawford at instance of F Wilson
 Glamorganshire, Cardiff Cardiff Boarding Masters' Guarantee Assoc, ld v Cory & Sons county court plts' app
 Denbighshire The Queen v G W Ry Co (expte Raabon Brick, &c, Co) Nisi for mandamus to lay and restore railway line
 Shropshire, Wellington Bromley & anr v Wackrill county court dft's app
 Middlesex, Westminster Haes v Coal & ors county court plts' app
 Middlesex, Brompton In re County Courts Act, 1888, and In re appln under sec 50 by Moore against High Bailiff of Brompton County Court county court High Bailiff's apps
 Derbyshire, Derby Forman & anr v Smith & Co county court dfts' app
 Cheshire The Queen v Wallasey Local Board (expte Wright) Nisi for mandamus to consider memorial under Public Health Act
 London Ayling v London & India Docks Joint Committee county court plts' app
 Northamptonshire, Northampton Rosenbaum v Claypole (H Claypole clmt) county court plts' app
 Devonshire Tozer v Harris Magistrate's case
 Cent Crim Court, Middlesex The Queen v Anderson & anr Nisi for certiorari and indictment at instance of dfts

Gloucestershire, Cheltenham Crook v Pates county court dft's app
 Middlesex, Brompton Cooke v Van Praagh county court dft's app
 London The Queen v The Rt Hon the Lord Mayor and the Northfleet White Lead Co (expte Boaler) Nisi to state case
 Kent, Sheerness Crundall & Co v Balls & Sons County court defts' app
 Middlesex, Shoreditch Austin v Knill & Co County court defts' app
 Kent, Greenwich Hunt v Webb County Court pltf's app
 Yorkshire, Leeds Haggerty v Thompson & Son County court dfts' app
 Denbighshire, Ruthin In re Tithes Act, 1891, s 7 (in re appln by Rev H. W. Jones by H. G. Roberts against H. Y. Potts, dec) County court defts' app
 Denbighshire, Ruthin Same against B. D. Cooke
 Met Pol Dist London County Council v Lawrence & Sons Magistrate's case
 Met Pol Dist United Vestry of Parish of St Margaret and St John, Westminster v Queen Anne and Garden Mansions Magistrate's case
 Southampton Garton v Lemon, Esq, and ors, Licensing JJ's Quarter sessions applt's nisi to quash
 London The Queen v JJ's for London & London County Council Nisi for prohibition
 Yorkshire, Otley Hardwick v Stephenson and anr County court Deft E. Stephenson's app
 Met Pol Dist The Queen v Marsham, Esq, Met Pol mag and London County Council (expte Ellie) Nisi for certiorari for order
 Glamorganshire Thomas v Powell Magistrate's case
 London In re London Provident Bldg Soc & Morgan & anr County court Pltfs' app
 Surrey, Southwark Gilson & Son v Kilner & ors County court Pltfs' appeal
 Glamorganshire, Cardiff Dunbar v Cardiff Philharmonic Music Hall Co County court defts' app
 Middlesex, Bloomsbury Edwards v Praeger County court Pltfs' app
 London Boon v Bohm & ors Mayor's court Defts' app
 Salford Madden v Star Loan & Deposit Co Hundred court Defts' app
 London Sangster v Netter County court Deft's app
 Pembrokeshire Hill & anr v Thomas Magistrate's case
 Middlesex, Edmonton Baggadike v Bullen & anr County court Deft Bullen's app
 Met Pol Dist Coole v Lovegrove Magistrate's case
 London The Queen v Simmons, Esq & anr JJ, &c and Overseers of Lambeth (expte Parry) Nisi to JJs to hear complaint
 Worcestershire, Kidderminster Martin v Tomkinson county court plaintiff's appeal
 Middlesex, Clerkenwell Turnbull v Acton & anr county court plaintiff's appeal
 Middlesex, Clerkenwell Pearce v Lansdowne county court plaintiff's appeal
 Oxfordshire, Oxford Franklin & anr v Withington county court defendant's appeal
 Hampshire, Christchurch Gale & anr v Harvey & ors county court defendant's appeal
 Cheshire, Birkenhead Stewart v Wright county court defendant's appeal
 Lancashire, Liverpool Edwards v Welsford & Co county court plaintiff's appeal
 Cheshire The Queen v Reynolds, Esq, & anr, JJ, &c (expte Jones) Nisi for distress warrant
 Cumberland, Cockermouth & Workington Wilkinson v Graves county court plaintiff's appeal
 Middlesex, Edmonton Steel v Cohen (H Cohen clmt) county court plaintiff's appeal
 Yorkshire, Leeds Race, an infant (by Astill, his next friend) v Harrison & anr County court defts' app
 Middlesex, Bloomsbury London & Westminster Loan, &c, Co v L & N W Ry Co County court defts' app
 Lancashire Overseers of Walton-on-the-Hill v Jones magistrate's case
 London Loveland v Gas Light & Coke Co County court defendants' appeal
 Middlesex, Clerkenwell Mentz, Coopman, & Chidley v Hawes (Estgate, clmt) County court pltfs app
 Lancashire, Liverpool Taylor v Robert Cox & Co County court pltf's appeal
 Met Pol Dist Young v Fostern magistrate's case
 Met Pol Dist Same v Southwark & Water Co magistrate's case
 Dorsetshire, Poole Ames v Higdon County court pltfs app
 England In re Carter
 Staffordshire The Queen v Bassano, Esq, & ors JJ, &c, and Billingham (expte Bache & ors) Summons for prohibition referred from chambers
 Hertfordshire Rose v Frogley magistrate's case
 Middlesex, Marylebone Givry & Co v Wells County court defts' app
 Surrey, Southwark Davis & Co v Cook & anr summons for prohibition referred from chambers
 Middlesex, Bloomsbury Pape v Westacott County court dft's app
 Hampshire The Queen v H.H. Judge Leonard & Holbrook & ors (In re Portsea Island Building Soc) Nisi to hear summa
 Middlesex, Bow Curle v Lester & anr County court dfts' app

Middlesex, Westminster Rowan v Young & Co County court dfts' app
 Middlesex, Westminster Willcombe v London Road Car Co County court dfts' app
 Middlesex, Bloomsbury Clarke v Camp & anr County court plt's app
 Middlesex, Bloomsbury Fish v Brewer County court dft's app
 Middlesex, Westminster Smith v Robinson County court dft's app
 Yorkshire (W.R.) Lower Strafforth and Tickhill Highway Board v Hatfield Chase Peat Moss Litter Co. Magistrate's case
 Northumberland Aplin v Porritt & ors Magistrate's case
 Lymington Payne v Hack Magistrate's case
 Lincolnshire, parts of Lindsey Otter v Edgley Magistrate's case
 South Shields The Queen v Wardle, Esq & ors, JJ, &c (expte Dowson) Nisi for certiorari for conviction
 Leicestershire, Ashby-de-la-Zouch The Reservoir Pipe & Fire Brick Manufacturing Co v Phillips county court defts' app
 Surrey, Southwark Fairbairn v Smith & ors county court plt's app
 Devonshire Burrow v Gillingham Magistrate's case
 Surrey, Southwark Scriven Bros & Co v The London Butchers' Hide & Skin Co county court defts' app
 Blandford The Royal College of Veterinary Surgeons v Groves Magistrate's case
 Warwickshire, Birmingham Cornforth & Co v Hougham & anr county court defts' app
 Sussex, Brighton Tester & anr v Smith and ors (Hedgecock, third party) county court defts' and third party's app
 Middlesex, Bloomsbury Solomons v Camp county court plt's app
 Dorsetshire, Poole Till v Lonnen (Lonnen, clmt) County Court plt's app
 Durham Press v Bowes & Partners Magistrate's case
 Kent, Tunbridge Wells Cooper & Son v Addie Bros County Court Charles Birch Addie's app
 England The Queen v Gyngall (In re Hausherr, orse Austin) Habeas corpus return
 Norfolk, King's Lynn Warnes v Meek County Court dft's app

REVENUE PAPER.

Causes for Hearing.

Attorney-Gen v Bumsted & anr By English information and answer
 Attorney-Gen v Felce & anr By English information and answer
 Attorney-Gen v Worrall By English information and answer
 Attorney-Gen v Llandislio Commissioners (since dissolved) & ors By English information
 Attorney-Gen v Jacobs-Smith & ors By English information and answer
 Petitions.
 In re Duty on the Estate of the late Sir T. Gresham and In re Customs and Inland Revenue Act, 1885
 In re Succession Duty on the Estate of R Berridge, dec, and In re Succession Duty Act (16 & 17 Vict c 51)

Cases Stated as to Income Tax and Stamp Duty.

The Anglo-Continental (late Ollendorff's) Guano Works, Applts, and Bell (Surveyor of Taxes), Respt
 Green (widow), Applt, and Vivian (Surveyor of Taxes), Respt
 Rothschild & Sons, Applts, and The Commissioners of Inland Revenue, Respts
 The Bartholomay Brewing Co (of Rochester) ld, Applts, and Wyatt (Surveyor of Taxes), Respt
 Attorney-Gen, Informt, and The Milford Docks Co, dfts
 J Foster & Son ld, applts, and The Commissioners of Inland Revenue, respts
 The Nobel Dynamite Trust Co ld, applts, and Wyatt (Surveyor of Taxes), respt
 Lord Walsingham, applt, and Styles (Surveyor of Taxes), respt
 Clark (Surveyor of Taxes), applt, and Caulcutt, respt

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BODINGTON.—April 4, at 14, Rue Pierre Charred, Paris, the wife of Oliver E. Bodington, barrister-at-law, of a son.
 MAYN.—April 7, at Hayes, Kent, the wife of Thomas Duncombe Mann, barrister-at-law, of a daughter (stillborn).

MARRIAGE.

AUSTIN—JESSETT.—April 6, at St. Peter's, Eaton-square, S.W., Henry Evans Austin, M.A., LL.D., of the Middle Temple, barrister-at-law, to Margaret Emily, eldest daughter of F. Bowreman Jessett, Esq., F.R.C.S., 1, Buckingham Palace-mansions, S.W.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS of all ages successfully treated. Boys while being cured thoroughly Educated and Prepared for Examinations by a University Tutor.—Apply Mr. B. BEASLEY (who cured himself), Brompton-park, Huntingdon, or "Sherwood," Willenden-lane, Brondesbury, London. "Stammering: Its Treatment," post-free, 13 stamps.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 7.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

COMMERCIAL BANK OF AUSTRALIA, LIMITED—Petn for winding up, presented April 5, directed to be heard on Wednesday, April 23. Powell & Burt, 85 within's lane, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 25.

GENERAL PHOSPHATE CORPORATION, LIMITED—Petn for winding up, presented April 5, directed to be heard on Wednesday, April 23. Thorne & Welsford, 17, Gracechurch st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 25.

MAYPOLE HOTEL CO, LIMITED—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Thos Loman, 1, St Peter's Church walk, Nottingham, liquidator.

ST ETIENNE BREWERY CO, LIMITED—By order of Vaughan Williams, J, dated Feb 20, the voluntary winding up of the company was continued, and the appointment of Ernest Henry Collins, 19A, Coleman st, as liquidator, without a committee of inspection, was continued. Burn & Berridge, Old Broad st, solors for liquidator.

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Swan Inn, Brightlingsea, Essex. April 5

GRANGE CLUB AND INSTITUTE, 388, Southwark pk rd. March 30

ST GEORGE'S UNION FRIENDLY SOCIETY, 200, Buckingham Palace rd. April 5

ST GERMAN'S UNION SOCIETY, St Germans, Cornwall. April 5

ST MARGARET'S INDUSTRIAL AND PROVIDENT FREEHOLD LAND SOCIETY, LIMITED, 87 Margaret's Schoolroom, Church gate, Leicester. April 5

London Gazette.—TUESDAY, April 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONCENTRATED PRODUCE CO, LIMITED—Petn for winding up, presented April 5, directed to be heard on April 26. Edward Le Voi, Palmerston bldgs, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 25.

HERCULITE MANUFACTURING CO, LIMITED—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Ernest John Lannon, 5, Crooked lane. Saunders & Co, Coleman st, solors for liquidator.

NORTH STAFFORDSHIRE DAIRY CO, LIMITED—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to Edward James Abbott, 9, Bennett's hill, Birmingham. Sanders & Co, Birmingham, solors for liquidator.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 23.

SHEPARD, AUGUSTUS FREDERICK, Lee, Kent, Gent. April 24. Castleman v West, Kekewich, J. Smith, Salters' Hall st

TOMLINSON, HENRY, Sheffield, Brewer. May 1. Morton v Tomlinson, Kekewich, J. Porrett, Sheffield

London Gazette.—FRIDAY, March 31.

BIRKIN, THOMAS, Leather lane, Holborn, Tripe Dresser. April 29. Crafter v Birkin, Chitty, J. Winder, Three Crown sq, Southwark

BRAY, WILLIAM RICHARD, Hordley lane, Bermondsey, Fellmonger. April 30. Williams v Bray, Kekewich, J. French, Crutchedfriars

CONCHIE, ROBERT, Worcester, Tailor. May 1. Conchie v Conchie, North, J. Knott, Worcester

GOLDS, WILLIAM HENRY, Tower chambers, Moorgate st, Accountant. April 29. Fowle v Golds, Stirling, J. Hincks, Christopher st, Finsbury sq

HUNT, GEORGE, Camber, Sussex, Farmer. May 1. Stonham v Hunt, Stirling, J. Dawos, Rye

London Gazette.—TUESDAY, April 4.

CUSSEAN, RICHARD, Bootle, Lancaster, Hay and Straw Dealer. May 1. Forrest v Baldwin, Registrar, Liverpool. Smith, Newington, Liverpool

WATTS, WILLIAM, Scarborough, Solicitor. May 5. York City and County Bank, Ltd v Watts, Stirling, J. Watts & Kitching, Scarborough

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 31.

ANDREWS, ANDREW, Croydon, Surrey. May 11. Cabison, King st, Cheapside

ARMIST, WILLIAM HENRY, Pyrmess villas, Silver st, Lower Edmonton, Gent. April 28. Cavell, New inn, Strand

ATKINS, EMANUEL ALFONSO, Landport. April 27. Lloyd, St Asaph

BARNES, ISABEL CATHARINE, Berwick upon Tweed. April 29. Willoby & Peters, Berwick upon Tweed

BEDLAKE, EDWARD, Torquay, Gent. April 14. Kitsons & Co, Torquay

BINSTEAD, BENJAMIN, Cheltenham, Gent. May 27. Billings, Cheltenham

BIRD, RICHARD SIDNEY BAYLEY, Portsmouth, Lieutenant RN. May 6. Beauchamp, Walbrook

BURGESS, WILLIAM, Alderley Edge, co Chester, Farmer. May 1. Rowcliffe & Co, Alderley Edge

CLEMENT, JEAN BAPTISTE, Thayer st, Manchester sq. May 1. Smith, Fenchurch bldgs

COLE, CHARLES NICHOLAS, Essex st, Strand, Solicitor. May 1. Purkis & Co, Lincoln's inn fields

COLLIER, ELIZABETH, Birkdale, Lancs. May 13. Threlfall, Southport

COOPER, WILLIAM, East Dereham, Norfolk, Gent. June 1. Cooper & Norgate, East Dereham

COPLAND, WILLIAM, Merton, Surrey, formerly Oil Warehouseman. May 10. Patrick

Copland, 4, Mitre st, Aldgate

DENNESS, WILLIAM, Appley Villa, nr Newport, I W, Gent. May 10. Bailey, Newport, I W

DUBLIAN, SENOR LEONCIADO DON MANUEL, Mexico. June 5. Harston, Bishopsgate st

DUKE, ELIZABETH, The Terrace, Hampton Wick. May 8. Rooks & Sons, Lincoln's inn

EASTWOOD, JOHN ASTEN. April 23. Stones, Huddersfield; Betts & Stinson, Sydney, New

South Wales

EMANUEL, GEORGE SAMUEL, Slough, Bucks, Coachbuilder. May 2. Barrett, Slough

FARTHING, JOHN JOHNSON, Gray's inn rd, Civil Engineer. May 1. Giraud Shoppee, Far-

nival's inn

FOWLER, ELIZABETH, Church rd, Homerton. May 1. Aldis, Basinghall st

FROGLEY, WILLIAM, Sparsholt, nr Wantage, Berks, Yeoman. April 22. Jotcham & Son,

Wantage

GASTRELL, EDWIN, Cranham, Glos, Timber Merchant. June 1. Washbourne & Son,

Gloucester

GOLDING, GEORGE, Bath, Monumental Mason. May 1. Bartlett, Bath

HALE, JOHN, Liverpool, Slater. May 1. Urwin, Liverpool

HALL, WILLIAM, John st, Mile End rd, retired Greengrocer. May 14. Tyler, Lincoln's inn

Fields

HAWKINS, MONTAGU, Billiter st, Solicitor. May 1. Frost, Loadenhill st

HIGGINS, LADY HILDA, Egerton gardens. Immediately. Baldrey, Bedford row

IRELAND, ANDREW, Brighton, Lodging house Keeper. May 1. Maydwell, Brighton

JOHNSON, THEOPHILUS MAURICE STEPHEN, Spalding. Col C T J Moore, C.B., Frampton

Hall, Boston

KENNEDY, MARY, Exmouth. May 10. Hamilton, Exmouth

KER, FRANCIS ALAN, Durham, Assistant Master at Durham School. May 1. Leighton,

Clement's inn, Strand

KING, WILLIAM, Methwold, Norfolk, Gent. April 25. Mellor, Downham Market

LEECH, ERNEST EDWARD, Great Yarmouth, Solicitor. May 10. Gross, Woodbridge

LEWIS, SIR CHARLES EDWARD, Bart, Hyde Park gate, Kensington. May 9. Arber & Lewis,

Old Jewry chambers

MALTSBY, EMMA, Stretton villas, Gascoyne rd, South Hackney. May 1. Aldis, Basinghall

street

OFFENHEIMER, JOSEPH, Manchester, Merchant. May 1. Sale & Co, Manchester

PARKER, JOHN BARTHOLOMEW, Ke'so, Roxburgh, Gent. May 8. Faithfull & Owen,

Victoria st

PIDDINGTON, SUSAN, Kings Langley, Herts. May 1. Jenkins & Co, Fenchurch st

PITT, ALFRED, Upper st, Islington, Hairdresser. April 30. Taylor & Taylor, New Broad

street

RANDALL, JOSEPH, Braunston, co Northampton, Tailor. May 1. Burton & Willoughbys,

Daveentry

SAGE, JOHN ALLEN ROBERT, Camera sq, Chelsea, Gent. April 30. Baxter, Victoria st

SEARLES, AMELIA, Margate. May 10. Webster & Webster, Lincoln's inn fields

SIDDALL, JOHN, Clockheaton, Printer. April 25. Curry, Clockheaton

STIFF, ANN, Frampton on Severn. April 14. Franklin, Gloucester

STIFF, RICHARD, Frampton on Severn, Farmer. April 14. Franklin, Gloucester

STOTT, JAMES, Littleborough, Lancs, Engraver. April 30. Crossley, Todmorden

STYMONS, WILLIAM, Weymouth, Esq. April 27. Andrews & Co, Weymouth

TAYLOR, EDWARD, Stoke upon Trent, Boiler Maker. April 20. Holtom, Stoke upon

Trent

TAYLOR, GEORGE, Withington, Lancs, Grocer. April 29. Alderson, Manchester

THEOBALD, JAMES JESSE, Kingsland High st, Wine Merchant. April 29. Cross & Sons,

Ladgate place, Strand

WILLIAMS, THOMAS, Trwstlewelyn, Berriew, Montgomery, Gent. June 21. Howell & Co,

Welshepool

WEBSTER, JOSEPH, Darlington, Tailor. May 9. Stewart, Darlington

WHEELER, CHARLES, Dovecote villas, Green lanes, Wood Green, Engineer. May 2

Philips, Farringdon st

London Gazette.—TUESDAY, April 4.

ALLEN, JAMES, Wotton under Edge, Glos, Draper. May 1. Pomeroy & Tanner, Bristol

COOPER, GEORGE, Colchester, Butcher. May 20. Elwes & Turner, Colchester

COZENS, ESTHER, Reading. April 22. Gater, Bishop's Waltham

CROSSLEY, SARAH, Halifax. May 5. Humphreys & Hirst, Halifax

GRIMES, GEORGE, Manchester, Club Proprietor. May 6. Willan, Manchester

KELLER, ANN, Weston super Mare, Lodging House Keeper. May 6. Baker & Co, Weston

super Mare

MATTINGLY, SARAH, Little Coxwell, Berks. May 16. Crowdy & Son, Faringdon

NAVLOS, SIDNEY GEORGE, Frithville grdns, Shepherd's Bush. June 1. Pooley, Sloane st

NEWSON, STEPHEN, Norbiton, Surrey. June 1. Guillaume & Sons, Salisbury sq

PITKETHLY, ROBERT SHAW, Philadelphia, U S A, Esq. May 1. Hall & White, Hudders-

field

SALMON, CHRISTOPHER, West Hartlepool, Gent. May 13. Crosby & Co, Stockton on Tees

SALMON, FRANCES, West Hartlepool. May 13. Crosby & Co, Stockton on Tees

SANDERS, REV JOHN, Southborough, Kent, Clerk. May 19. Alleyne & Co, Tonbridge

SAYNOR, JOHN, Sheffield, Steel Merchant. May 13. Taylor & Co, Sheffield

WHITE, HENRY ELLIS, Teignmouth, Devon, Major (half pay) 8th Dragoon Guards. May

1. White, Bedford row

WILSON, THOMAS WILLIAM, Broadway, Worcs, Gent. May 30. New & Co, Evesham

London Gazette.—FRIDAY, April 7.

ANDERSON, ALEXANDER GAVIN, Philpot lane, Ship Broker. May 6. Murray & Co,

Birchin lane

ANDERSON, DAVID KYD, Fairfield, Liverpool, Manager. May 15. Hill & Co, Liverpool

ASCHER, JOSEPH, Harvey's bldgs, Strand, Military Tailor. May 31. Soames & Co, Lincoln's

inn fields

ASHBURNER, JOHN, Ruskville, Dalton in Furness, Gent. April 26. Park, Ulverston

BAKER, WILLIAM, Storcroft, Ordsall, Notis, Gent. June 1. Jones & Wells, East Retford

CROWTHER, JOSEPH STRETCH, Alderley Edge, co Chester, Architect. May 27. Farrar & Co,

Manchester

DELLEY, THOMAS, Barrington rd, Brixton, Gent May 30 Kilsby, College Hill, Cannon st
 GILLARD, HENRY, Stafford, Auctioneer May 15 Twynam, Stafford
 HUTT, ALFRED GRANGER, Oxford rd, Kilburn, Gent, FSA May 30 Squires, Cambridge
 JACKSON, JOSEPH, Chesham, Manchester June 1 Ashworth & Inman, Manchester
 JONES, GEORGE, Cheshunt, Herts, Gent May 6 Lee, Cheshunt
 LOVEBROCK, JOHN, Rugby, Grocer May 1 Fuller & Son, Rugby
 MARSHALL, SARAHAN ELIZABETH, Endymion rd, Finsbury park May 8 Rooker & Bazeley, Bideford
 MAT, JOHN THOMAS, Dartford rd, Kent May 15 Tippetts & Son, Maiden lane, Queen st, Cheapside
 NEVILLE, HENRY, St Mark's crescent, Regent's Park, Journalist May 20 Peares, Bedford row
 PARKER, JOHN BARTHOLOMEW, Kelso, co Roxburgh, Gent May 8 Faithfull & Owen, Victoria st
 SIM, ANDREW, Kendal, Insurance Agent May 19 Whitwell, Kendal
 STOECKER, HEINRICH, Freiburg, Baden, Germany, Merchant May 1 Rehder, Mincing lane
 STOKES, LOUISA MARIE, Upton on Severn, Worcs May 31 Wakelin, Presteigne, Radnorshire
 STONE, ELIZA, Queen's bldgs, Borough rd, Southwark May 1 C E Osborn, 9, Angel crt, Throgmorton st, E C
 TUXE, JOHN, Goole, Yorks, Master Mariner May 10 England & Son, Goole
 WAKE, ANTHONY, York, Gent May 6 Dale, Leeds; E J & A Peters, York
 WHITWELL, EDWARD, Kendal, Gent May 19 Whitwell, Kendal
 WILKINSON, OCTAVIUS ROBERT, Eaton, Socon, Beds, Solicitor April 28 Wilkinson & Co, St Neots, Hunts

London Gazette.—TUESDAY, April 11.

ALDRIDGE, JOHN, Prince gate, Hyde Park, Esq May 8 Hardisty & Co, Gt Marlborough street
 ALLEN, WALTER JAMES, Ballatol rd, Brixton, Artist May 10 Fraser, Soho sq
 BAKER, JOSEPH, Northampton, Gent May 31 Browne & Haviland, Northampton
 BARNHAM, RICHARD, Queenhithe, Printer May 13 Bore, Rope-maker st, Finsbury pavement
 BUTTERWORTH, JANE, PENRIBENHAM, co Carnarvon June 1 Thorogood & Co, Copthall court
 CARTMEL, ISABEL AGNES, Bournemouth May 8 Peake & Co, Bedford row
 CHAPLAIN, JOSEPH, Moseley, Worcs, Commercial Traveller May 20 Rabnutt, Birmingham
 CROSS, ROBERT JAMES, Cotham, Bristol, Engineer May 1 Meade-King & Biggs, Bristol
 CROSS, THOMAS UTTERMARF, Tiverton, Devon, Clerk in Holy Orders May 20 Cross, Bristol
 DODD, JAMES, The Mall, Ealing, Dairy Manager May 31 Lambert, Mark lane

DRING, THOMAS, Hertford, Saddler May 9 Spence & Co, Hertford
 DUBLIN, SENOR LICENCIADO DON MANUEL, Mexico June 5 Harston, Bishopgate st
 GIBSON, THOMAS, Castleton, Mon, retired Tugboat Owner May 11 Bradley, Cardiff
 HALSTED, AMELIA, Burnley June 1 Artindale & Southern, Burnley
 HANNAH, ELLEN ANN, Thicket rd, Surrey May 23 Emanuel, Southampton
 HITCHCOCK, WILLIAM ERNEST, Tati, Matabeleland, South Africa May 20 Rudall, Watling st
 HOLMES, THOMAS, Radcliffe on Trent, Corn Factor May 24 Parr & Butlin, Nottingham
 HOLTHAM, ANN, Lillington, co Warwick May 1 Field & Sons, Leamington
 JAMES, CHARLES, Newcastle upon Tyne, Joiner May 1 Maughan & Hall, Newcastle upon Tyne
 JENNINGS, MARTIN, Guiseley, Yorks, Farmer May 9 C J Newstead & Co, Olley
 JONES, CHARLOTTE, Upper Huskisson st, Liverpool June 1 Pennington & Higson, Liverpool
 LAKE, JOHN (sen), Northborough, retired Farmer May 23 Wilson, Peterborough
 LEONARD, ROBERT, Hanham, Glos, Baker May 1 Fox & Whittuck, Bristol
 LLOYD, ELMIRA, Malvern June 1 Bloxham & Co, Birmingham
 MCPARLIN, THOMAS, Tyne Dock, co Durham, Grocer April 30 Mather & Co, Newcastle on Tyne
 NEWBIGG, LIEUTENANT COLONEL FRANCIS WILLIAM, Seymour st, Portman sq May 8 Lowe & Co, Temple gardens
 NORRIS, ELLEN, Brighton May 18 Wing & Du Cane, Gray's inn
 PALMER-MOREWOOD, HON GEORGINA, Clewer, nr Windsor May 19 Harris & Terry, Matlock Bridge
 PETCHER, ANN, New Sleaford Feb 10 Peake & Co, Sleaford
 REED, THOMAS, Heavitree, Devon, Gent May 31 Tozer & Co, Dawlish and Teignmouth
 REED, WILLIAM, Teignmouth, Devon, Gent May 31 Tozer & Co, Teignmouth and Dawlish
 ROBERTSHAW, MARY, Bolton April 17 Richardson & Marsh, Bolton
 SAMUEL, SARAH ISAAC, Brighton May 4 Caprons & Co, Savile pl, Conduit st
 SANDERS, CHARLES JAMES BARN, Exeter, Solicitor May 11 J & S F Pope, Exeter
 SHEAF, LOUISA, Worthing, Sussex May 20 Childs & Co, Chancery lane
 STACK, THEODOSIA, Llandough Castle, nr Cowbridge, Glam May 1 Shirley & Sons, Cardiff
 WALKER, SARAH ANN, Hulme, Lancs July 8 Whitaker, Duchy of Lancaster Office, Lancaster pl
 WILLIAMSON, CHARLES JAMES, Leadenhall st, Merchant May 12 Summerhays, Elstcheap bldgs
 WILSON, DAVID, Cottingham, Yorks, Esq June 12 England & Co, Quay st, Hull

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 7.

RECEIVING ORDERS.

ASTON, ARTHUR JOHN, Harborne, Staffs, late Managing Director of William Aston, Lim Birmingham Pet April 5 Ord April 5
 BRADBURY, THOMAS, Little Hulton, Lancs, Clogger Bolton Pet April 5 Ord April 5
 COLLS, EDWIN, Lee on the Solent, Hants, retired Farmer Portsmouth Pet Mar 29 Ord Mar 29
 D M DAVIES & Co, Newport, Mon, Colliery Furnishers Newport, Mon Pet Jan 20 Ord Mar 30
 DENHAM, HENRY, North Ormesby, Yorks, late Boot Dealer Stockton on Tees and Middlesbrough Pet Mar 29 Ord Mar 29
 DOMSALLA, ADOLPHUS AMANDUS, Curtain rd, Shoreditch, Cabinet Maker High Court Pet April 5 Ord April 5
 EDWARDS, JOHN, Merthyr Vale, Glam, Butcher Merthyr Tydfil Pet April 4 Ord April 4
 FORSTER, THOMAS, Alston, Cumbria, Innkeeper Carlisle Pet April 5 Ord April 5
 GARDNER, HENRY, Welford, Northamptonshire, Farmer Leicester Pet April 5 Ord April 5
 GRANT, ARTHUR THOMAS, jun, Helston, Cornwall, Tobaccoist Truro Pet April 1 Ord April 1
 HIBBERD, JOSEPH, Nelson, Lancs, Greengrocer Burnley Pet April 5 Ord April 5
 JONES, ENOCH, Ystrad Rhondda, Glam, Boot Dealer Pontypriid Pet April 5 Ord April 5
 MITCHELL, WILLIAM EDWARD, West Cowes, I of W, Grocer Newport and Ryde Pet Mar 30 Ord Mar 30
 MOWER, CHARLES EDWARD, Harkstead, Suffolk, Grocer Ipswich Pet Mar 30 Ord Mar 30
 NARSON, HENRY, Gt Winchester st, Solicitor High Court Pet April 5 Ord April 5
 OWEN, DAVID, Swansea, formerly Insurance Agent Swansea Pet April 5 Ord April 5
 RICHARDS, ANN, Penryn, Glam, Grocer Pontypriid Pet Mar 15 Ord Mar 25
 SWANN, JAMES, High Trenchith, Rothbury, Northumbria, Cartwright Newcastle on Tyne Pet April 5 Ord April 5
 SYKES, ELIZABETH, Raistrick, nr Brighouse, Yorks, Innkeeper Halifax Pet April 5 Ord April 5
 TITTLE, JOHN, Ixworth, Thorpe, Suffolk, Farmer Bury St Edmunds Pet April 1 Ord April 1
 VINCENT, WILLIAM FRANCIS, Cleethorpes, Lincs, Snack-owner Gt Grimsby Pet April 5 Ord April 5
 WALKER, WILLIAM HENRY, Overend, Cradley, Worcs, Licensed Victualler Stourbridge Pet Mar 8 Ord Mar 25
 WAINSTALL, GEORGE, Ramsgate, Dairyman Canterbury Pet Mar 30 Ord Mar 30
 WILSON, WILLIAM, Middlesbrough, formerly Coal Hawker Middlesbrough Pet Mar 30 Ord Mar 30
 WITHERELL, JOHN THOMAS, Manningham, Bradford, Out of business Bradford Pet Mar 24 Ord April 5

FIRST MEETINGS.

ATKINSON, THOMAS, Penrith, Cumbria, Draper April 14 at 2.30 12, Lonsdale st, Carlisle
 BORTON, EMMA, Scarborough, Lodging house Keeper April 17 at 3 Off Rec, 74, Newborough st, Scarborough
 BRADBURY, THOMAS, Little Hulton, Lancs, Journeyman Clogger April 19 at 11 16, Wood st, Bolton
 COLLS, EDWIN, Lee on the Solent, Titchfield, Hants, retired Farmer April 19 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
 DAVIES, THOMAS, Llanfangel, Carmarthenshire, Assistant Coal Merchant April 15 at 11 Off Rec, 11, Quay st, Carmarthen
 DAVIES, WILLIAM, Swansea, Butter Merchant April 15 at 12 Off Rec, 31, Alexandra rd, Swansea
 GRANT, ARTHUR THOMAS, jun, Helston, Cornwall, Tobaccoist April 15 at 12.30 Off Rec, Bosawen st, Truro
 GRAVER, JAMES, Caistor, Norfolk, Farmer April 15 at 12 Off Rec, 8, King st, Norwich
 GRIMSHAW, JONATHAN, Hunstet, Leeds, Nail Manufacturer April 14 at 3 Off Rec, 22, Park row, Leeds
 HESLOP, RICHARD, Arnsley, Leeds, Plasterer April 14 at 11 Off Rec, 22, Park row, Leeds
 HOLLAND, ROBERT SILVESTER, Hadfield, Derbyshire, Mechanic April 19 at 2.30 Ogden's chmbrs, Bridge st, Manchester
 LAWTY, JOHN, Bridlington, Yorks, Butcher April 17 at 11 Off Rec, 74, Newborough st, Scarborough
 LEE, THOMAS OLDBROY, Leeds, Book Keeper April 17 at 11 Off Rec, 22, Park row, Leeds
 LLOYD, THOMAS WILLIAM, Tonypandy, Glam, Grocer April 14 at 12 Off Rec, Merthyr Tydfil
 LONGTHORNE, JAMES KNOWLES, Bradford, Journeyman Joiner April 14 at 12 Off Rec, 22, Park row, Leeds
 MERCH, HERBERT HENRY, Wood st, Shop Window Fitter April 17 at 12 Bankruptcy bldgs, Carey st
 MITCHELL, WILLIAM EDWARD, West Cowes, I of W, Grocer April 17 at 12 19, Quay st, Newport, I W
 TAYLOR, ROSE REGINALD, Bridlington Quay, Yorks, Grocer April 14 at 11 Off Rec, 74, Newborough st, Scarborough
 THORPE, WILLIAM BARNISTER, West Healderton, Yorks, Pig Jobber April 14 at 12 Off Rec, 74, Newborough st, Scarborough
 TITTLE, JOHN, Ixworth, Thorpe, Suffolk, Farmer April 19 at 1.45 Guildhall, Bury St Edmunds
 WAINSTALL, GEORGE, Ramsgate, Dairyman April 14 at 10 Off Rec, 73, Castle st, Canterbury
 WHITE, ROBERT HENRY, Leeds, Optician April 17 at 12 Off Rec, 22, Park row, Leeds

The following amended notice is substituted for that published in the London Gazette of March 31:—

WILLIS, HUBERT DYETT, Cheltenham, Carrier and Railway Agent April 11 at 4 County court buildings, Cheltenham

The following amended notice is substituted for that published in the London Gazette of April 4:—

JORDIN, WILLIAM THOMAS, Aston, Warwickshire, Butcher April 13 at 11 23, Colmore row, Birmingham

ADJUDICATIONS.

BEHREND, ALFRED THEODORE, Mincing lane, Merchant High Court Pet Dec 24 Ord March 2
 BOOTH, THOMAS MARSHALL, Burton on Trent, Grocer Burton on Trent Pet March 8 Ord March 30
 BRADBURY, THOMAS, Little Hulton, Lancs, Clogger Bolton Pet April 5 Ord April 5
 BROADBENT, JOHN WILLIAM, Longwood, nr Huddersfield, Cloth Manufacturer Huddersfield Pet March 29 Ord April 5
 CHAMBERS, WILLIAM OLDHAM, Cannon st, Surveyor High Court Pet Jan 31 Ord March 30
 CHARLES, D, Chancery lane, Commission Agent High Court Pet Jan 13 Ord March 30
 COLLS, EDWIN, Lee on the Solent, Hants, retired Farmer Portsmouth Pet March 29 Ord March 29
 COOLING, GEORGE, Bolton, Cabinet Maker Bolton Pet March 22 Ord April 5
 COWPER, JOSEPH, Brixton rd, Builder High Court Pet March 17 Ord March 30
 DARLEY, ALFRED EDWARD, High st, Belgrave rd, Major in H M Army Brentford Pet Feb 16 Ord Mar 29
 DENHAM, HENRY, North Ormesby, Yorks, late Boot Dealer Stockton on Tees and Middlesbrough Pet Mar 29 Ord Mar 29
 EDWARDS, JOHN, Merthyr Vale, Glam, Butcher Merthyr Tydfil Pet April 3 Ord April 4
 ELLINGWORTH, JOSIAH BROWN, Leicester, Painter Leicester Pet Mar 20 Ord April 5
 FIRMING, ARTHUR PATRICK VANDEUR, Mincing lane, Broker High Court Pet Nov 30 Ord Mar 30
 FORSTER, THOMAS, Alston, Cumbria, Innkeeper Carlisle Pet April 5 Ord April 5
 FURBER, PERCY N, Poultry, late Secretary of a Public Co High Court Pet Feb 17 Ord Mar 30
 GARDNER, HENRY, Welford, Northamptonshire, Farmer Leicester Pet April 5 Ord April 5
 GRANT, ARTHUR THOMAS, jun, Helston, Cornwall, Tobaccoist Truro Pet April 1 Ord April 1
 HARVEY, J D, Grove vale, East Dulwich High Court Pet Feb 23 Ord Mar 30
 HAYMAK, HENRY, Ulverston, Lancs, Clerk in Holy Orders Ulverston Pet Feb 3 Ord Mar 25
 HIBBERD, JOSEPH, Nelson, Lancs, Greengrocer Burnley Pet April 5 Ord April 5
 HOLLAND, WILMOT, Oxford st, Merchant High Court Pet March 3 Ord March 30
 JONES, ENOCH, Ystrad Rhondda, Glam, Boot Dealer Pontypriid Pet April 4 Ord April 5
 KNOWLES, Sir ROBERT EVERETT, late York twr, Regent's pk High Court Pet Sept 23 Ord March 29
 LABRANCA, LAURA, Fenchurch st, Peruvian Trading Agent High Court Pet Nov 17 Ord March 29

MALCOLM, JAMES ALSTON, Threadneedle st, Proprietor of Financial Standard High Court Pet Feb 23 Ord March 20
 MAXTY, HENRY JESSE, Bishopgate st, Stock Dealer High Court Pet March 1 Ord March 20
 MCAULANE, D C, Adelaide place, Merchant High Court Pet Feb 22 Ord March 20
 MOWER, CHARLES EDWARD, Harkstead, Suffolk, Grocer Ipswich Pet March 30 Ord March 30
 OWEN, DAVID, Swansea, formerly Insurance Agent Swansea Pet April 5 Ord April 5
 OWEN, ELIZABETH HENSLY, Colonial avenue, Minories, Packing case Manufacturer High Court Pet Feb 23 Ord March 29
 PARMORE, JAMES HENRY, Tottenham court rd, Chemist High Court Pet Mar 16 Ord Mar 30
 RICHARDS, ANN, Penygraig, Glam, Grocer Pontypridd Pet Mar 15 Ord Mar 30
 SEARROCK, HENRY, Leverstock Green, nr Hemel Hempstead, Herts, Lay Dealer St Albans Pet Mar 23 Ord Mar 30
 SWANN, JAMES, High Trewhitt, Rothbury, Northumbria, Cartwright Newcastle on Tyne Pet April 5 Ord April 5
 TAYLOR, JOHN, and WILLIAM TAYLOR, Hastings, Builders Hastings Pet Mar 25 Ord Mar 30
 THOMAS, ELIAS, Penygraig, Glam, Tea Dealer Pontypridd Pet Mar 29 Ord April 5
 TIPLE, JOHN, Izworth, Thorpe, Suffolk, Farmer Bury St Edmunds Pet April 1 Ord April 1
 VINCENT, WILLIAM FRANCIS, Cleethorpes, Lincs, Smackowner Gt Grimsby Pet April 5 Ord April 5
 WANSTALL, GEORGE, Ramsgate, Dairyman Canterbury Pet Mar 30 Ord Mar 30
 WILLIS, HUBERT DITCHEY, Cheltenham, Carrier Cheltenham Pet Jan 17 Ord Mar 29
 WILSON, JOSEPH PARKER, Summerland villas, Burns rd, Willemsen, Builder High Court Pet Mar 27 Ord Mar 30
 WILSON, WILLIAM, Middlesborough, Coal Hawker Middlesborough Pet Mar 30 Ord Mar 30

London Gazette—TUESDAY, April 11.

RECEIVING ORDERS.

ATTON, ROBERT PEARSON, Stamford, of no occupation Peterborough Pet April 7 Ord April 7
 BARUGH, THOMAS, Middlesborough, Milk-seller Middlesborough Pet April 5 Ord April 5
 BUCKLEY, MARK, Marsh, Huddersfield, Contractor Huddersfield Pet April 8 Ord April 8
 BURBIDGE, WILLIAM, Calstone Mill, nr Calne, Wilts, Miller Swindon Pet Feb 6 Ord April 6
 CANTHORN, JOHN GEORGE, Melton Mowbray, Glass Dealer Leicester Pet Mar 22 Ord April 7
 COOKE, GEORGE HARRY, Warwick, Boot Manufacturer Warwick Pet April 7 Ord April 7
 CROSTHWAITE, ROBERT, Queen Victoria st, Iron Merchant High Court Pet April 8 Ord April 8
 DAVIES, WILLIAM, Newport, Mon, Commercial Traveller Newport, Pet April 8 Ord April 8
 ESKATIE, H. Commercial st, Spitalfields, Tailor High Court Pet Mar 13 Ord April 7
 EVANS, THEOPHILUS, Trebarris, Glam, Contractor Merthyr Tydfil Pet April 7 Ord April 7
 FERGUSON, D, Richmond rd, Westbourne park, Builder High Court Pet Dec 7 Ord April 7
 FOSS, JOHN, Maids vale, Agent High Court Pet Mar 15 Ord April 7
 FRENCH, THOMAS, Catford, Kent, Builder Greenwich Pet Mar 30 Ord Mar 30
 FULCHER, WILLIAM WERTER, Palgrave, Suffolk, Farmer Ipswich Pet April 8 Ord April 8
 GALE, JOHN HENRY, Leeds, Provision Dealer Leeds Pet April 6 Ord April 6
 GROFFIER, CATHERINE HELEN, Broxbourne, Herts, School Proprietor Hertford Pet April 5 Ord April 5
 HALKETT, ELIZABETH, Bedford, Sanitary Plumber Bedford Pet April 7 Ord April 7
 HALL, HERBERT, Church st, Kensington, Fancy Dealer High Court Pet Mar 17 Ord April 7
 HARRIS, ALBERT GEORGE, Abbotswell, Devon, Baker Exeter Pet April 6 Ord April 6
 HARRISON, JAMES FORTESCUE, Orington sq, Brompton, Barrister at Law High Court Pet Mar 10 Ord April 8
 HAYES, J HENRY, Queen Victoria st, Accountant High Court Pet Feb 24 Ord April 7
 HAYWARD, C F, High st, Peckham, Tobaccoist High Court Pet Mar 20 Ord April 7
 HODGSON, JAMES, and EDWARD SHEARD, sen, Blackpool, Plumbers Preston Pet Mar 21 Ord April 6
 HOLDSWORTH, WILLIAM, Leeds, Plasterer Leeds Pet April 7 Ord April 7
 HUNTER, WILLIAM LEVLAND, Raymond bldgs, Gray's inn, Commission Merchant High Court Pet April 8 Ord April 8
 KIRBY, THOMAS, Scholes, nr Leeds, Lithographer Leeds Pet April 7 Ord April 7
 LEAKE, JAMES, Oldham, Tripe Dealer Oldham Pet Mar 23 Ord April 7
 LEE, WALTER CHARLES, Luton, Beds, Straw Hat Blocker Luton Pet April 6 Ord April 6
 LEVY, MARK, St John st, Clerkenwell, Clothier High Court Pet April 8 Ord April 8
 MANN, WALTER S, Norwood, Surrey, Estate Agent Croydon Pet Mar 10 Ord April 7
 MARSHALL, WILLIAM, Baitow in Furness, Tobaccoist Baitow in Furness Pet April 6 Ord April 6
 MARTIN, ROBERT HENRY, Leeds, Lithographer Leeds Pet April 7 Ord April 7
 MERRELL, ELIZABETH, Alcester, Warwickshire, Widow Pet Feb 28 Ord Mar 23
 MUSKOTON, TOM, Bournemouth, Butcher Poole Pet April 6 Ord April 6
 NEWTON, THOMAS CHARLES, Wells next the Sea, Norfolk, Coal Merchant Norwich Pet April 8 Ord April 8
 NORMINGTON, THOMAS, Wakefield, Railway Inspector Wakefield Pet Mar 21 Ord April 6

ONIONS, GEORGE HENRY, Moxley, Wednesbury, Staffs, Iron-master Wolverhampton Pet April 7 Ord April 7
 PATRICK, WILLIAM, Blacksteeds, Lancs, Mill Puff Manufacturer Oldham Pet April 6 Ord April 6
 RIDER, HARRY, Leeds, Lithographer Leeds Pet April 7 Ord April 7
 RUMILLY, ALFRED, Duke st, Aldgate, Merchant High Court Pet Feb 16 Ord April 6
 RUSHFORTH, ALLAN, West Hartlepool, Painter Sunderland Pet April 5 Ord April 5
 RYMER, JAMES FORTER, Willington, co Durham, Stationer Durham Pet Mar 25 Ord April 8
 SCOTT, GEORGE, and THOMAS GEORGE STIBBART, Liverpool, Provision Merchants Liverpool Pet Mar 21 Ord April 5
 SKIPPINS, DAVID, Dewsbury, Joiner Dewsbury Pet April 6 Pet April 6
 SMITH, HENRY SAMUEL, late of Brighton, Grocer Brighton Pet April 5 Ord April 5
 SMITH, ROBERT, Yeasdon, Yorks, Woollen Manufacturer Leeds Pet Mar 29 Ord April 6
 SPARLING, ROBERT HART, Stowmarket, Baker Bury St Edmunds Pet April 7 Ord April 7
 STANIER, SELINA, Upper Baker st, Widow High Court Pet Mar 22 Ord April 6
 WALLINGTON, BRIGHT, Dawlish, Devon, Boarding house Keeper Exeter Pet April 7 Ord April 7
 WATKIN, GEORGE THOMAS, and ROBERT HENRY WATKIN, Leeds, Painters Leeds Pet April 6 Ord April 6
 WEBB, WALTER, Bedford, Dairyman Bedford Pet April 7 Ord April 7
 WICKING, DAVID, High st, Marylebone, Surgeon Dentist High Court Pet Mar 22 Ord April 6
 WILLIAMS, JOHN EDWARD, Llanellwedd, Radnorshire, Schoolmaster Newtown Pet April 5 Ord April 5
 YOUNG, CHILTON, and JOHN HENRY BENNETT WILCOX, late of Bristol, Mineral Water Manufacturers Pet April 7 Ord April 7

FIRST MEETINGS.

ACKROYD, BENJAMIN BATLEY, Greenside, Heckmondwike, Commission Agent April 15 at 11 Off Rec, Bank chambers, Batley
 BAGGALL, HENRY, Reading, Grocer April 19 at 12 Off Rec, 85, Temple chambers, Temple avenue
 BRANDON, ALBERT, Birmingham, Music Hall Director April 20 at 12 25, Colmore row, Birmingham
 BROWN, WILLIAM REUBEN, Wallington, Surrey, Paper Maker April 18 at 11.30 24, Railway app, London Bridge
 CHURCHMAN, JOHN, Holloway rd, Clothier April 15 at 11 Bankruptcy bldgs, Carey st
 COLEMAN, JOSEPH, Mansfield, Notts, Fish Dealer April 18 at 12 Off Rec, St Peter's Church walk, Nottingham
 COLLINS, HENRY GOULD, and WILLIAM WILSON COLLINS, Brighton, Art Jewellers April 19 at 1 Off Rec, 24 Railway app, London Bridge
 COWPER, JOSEPH, Brixton rd, Builder April 15 at 12 Bankruptcy bldgs, Carey st
 CROXTON, JOSEPH, Liverpool, Funeral Furnisher April 19 at 3 Off Rec, 35, Victoria st, Liverpool
 DADDS, JOHN, late of Leeds, Tailor April 18 at 11 Off Rec, 22, Park row, Leeds
 DICKEN, SAMUEL, Wednesbury, Beerhouse Keeper April 20 at 11.30 Off Rec, Walsall
 DYSON, AMALON, Smith, Yorks, Potato Merchant April 18 at 2.30 Off Rec, Bond terrace, Wakefield
 FORD, HENRY, Stratton St Margaret's, Wilts, Baker April 18 at 12 Off Rec, 32, High st, Swindon
 FORSTER, THOMAS, Alston, Cumbria, Innkeeper April 19 at 3 15, Lonsdale st, Carlisle
 FREEDMAN, DAVID, Abercorn, Mon, Furniture Dealer April 19 at 11 Off Rec in Bankruptcy, Gloucester Bank chambers, Newport, Mon
 GARDNER, HENRY, Welford, Northamptonshire, Farmer April 18 at 3.30 Off Rec, 34, Friar lane, Leicester
 GOODWIN, JOHN, Cheltenham, Dealer in Horses April 20 at 3.15 County court bldgs, Cheltenham
 GRIFFITH, JOHN, Llanllechid, Carmarvonshire, Butcher April 21 at 12.15 Railway Hotel, Bangor
 HARRIS, ALBERT GEORGE, Abbotswell, Devon, Baker April 20 at 10.30 Off Rec, 13, Bedford circus, Exeter
 HARVEY, J D, Grove vale, East Dulwich April 19 at 11 Bankruptcy bldgs, Carey st
 HELLIER, WILLIAM, Lydd, Kent, Grocer April 24 at 12 Young & Son, Bank bldgs, Hastings
 HOPE, WILLIAM DAVIS, Manchester, Iron Merchant April 19 at 3 Ogden's chambers, Bridge st, Manchester
 HUTCHINGS, SARAH, Blackpool, General Fancy Goods Dealer April 21 at 3 Off Rec, 14, Chapel st, Preston
 HUTCHINSON, JAMES, Llanfairpwllgwyngyll, Anglesey, Licensed Victualler April 19 at 11.30 Railway Hotel, Bangor
 IRESON, ALFRED, Luton, Beds, Grocer April 25 at 11.15 Court house, Luton
 JEFFREYS, JOSEPH, Rodborough, Moseley, Worcs, Outfitter April 21 at 2.30 23, Colmore row, Birmingham
 KELLETT, ROBERT GUY, New North rd, Hoxton, Surgeon April 19 at 2.30 Bankruptcy bldgs, Carey st
 KING, ALEXANDER, Newcastle under Lyne, Grocer April 20 at 11 Off Rec, Newcastle under Lyne
 LEWIS, REYNOLD, and DAVID EYTON, Tonypanyd, Glam, Outfitters April 19 at 12 Off Rec, Merthyr Tydfil
 LOWCOCK, TOM, Ratford, Lancs, Boot Maker April 20 at 1.30 Exchange Hotel, Nicholas st, Burnley
 MADKINS, EDWARD, Birmingham, Insurance Agent April 19 at 11 33, Colmore row, Birmingham
 MARFELL, JONATHAN, formerly of Bishops Cleeve, Glos, Baker April 20 at 4.30 County Court bldgs, Cheltenham
 MARLOW, EDWARD, Handsworth, Staffs, Glass Merchant's Manager April 20 at 11 23, Colmore row, Birmingham
 MARSHALL, WILLIAM RAMSAY, South Shields, Machinery Broker April 19 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 MCPHAIL, HENRY LEONARD, Landport, Builder April 25 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

MERRELL, ELIZABETH, Alcester, Warwickshire, Widow April 18 at 12 The Swan Hotel, Alcester
 NEWTON, HARRY ISAAC, Victoria st April 20 at 12 Bankruptcy bldgs, Carey st
 NORMINGTON, THOMAS, Wakefield, Railway Inspector April 19 at 11 Off Rec, Bond terrace, Wakefield
 PARTRIDGE, GEORGE, West Bromwich, Machinist April 19 at 2 County Court, West Bromwich
 PHILLIPS, HENRY GORVIN, Newport, Mon, Shipwright April 19 at 12 Off Rec in Bankruptcy, Gloucester Bank chambers, Newport, Mon
 SCHMITTER, PAUL, Walpole st, Chelsea, Wine Merchant April 19 at 2.30 Bankruptcy bldgs, Carey st
 SENIOR, WILLIAM, Tingley, Yorks, Smallware Dealer April 18 at 11 Off Rec, Bond terrace, Wakefield
 SHEPHERD, D, Swansea, Hawker April 18 at 12 Off Rec, 31, Alexandra rd, Swansea
 SOHS, CHARLES EMILE, Borough High st, Hop Merchant April 20 at 12 Bankruptcy bldgs, Carey st
 STANLEY, THOMAS, Wilsenhall, Staffs, Beerhouse Keeper April 25 at 11.30 Off Rec, Wolverhampton
 STONHAM, EDWIN, I-ford, Essex, Builder April 19 at 3 Off Rec, 95, Temple chambers, Temple avenue
 STRAW, WILLIAM, Sutton in Ashfield, Notts, Carrier April 19 at 12 Off Rec, St Peter's Church walk, Nottingham
 SYKES, ELIZABETH, Rastrick, Yorks, Innkeeper April 19 at 11 Off Rec, Townhall chambers, Halifax
 VINCENT, WILLIAM FRANCIS, Cleethorpes, Lincs, Snack-own April 19 at 11 Off Rec, 15, Osborne st, Great Grimsby
 WALKER, WILLIAM HENRY, Overend, Cradley, Worcs, Licensed Victualler April 19 at 2 Wall & James, solicitors, Stourbridge
 WALLINGTON, BRIGHT, Dawlish, Devon, Boarding house Keeper April 21 at 10.30 Off Rec, 13, Bedford circus, Exeter
 WARD, WILLIAM, Nottingham, Florist April 19 at 11 Off Rec, St Peter's Church walk, Nottingham
 WIEL, ISIDORE, Museum st, Bloomsbury, Silversmith April 21 at 11 Bankruptcy bldgs, Carey st
 WILLIAMS, JOHN EDWARD, Llanellwedd, Radnorshire, Schoolmaster April 19 Off Rec, Llanidloes
 WILSON, JOSEPH PARKER, Summerland villas, Burns rd, Willemsen, Builder April 19 at 12 Bankruptcy bldgs, Carey st
 WITHNELL, JOHN THOMAS, Marnham, Bradford, out of business April 20 at 11 Off Rec, 31, Manor row, Bradford

ADJUDICATIONS.

ACKROYD, BENJAMIN BATLEY, Greenside, Heckmondwike, Commission Agent Dewsbury Pet Mar 13 Ord Mar 30
 ANDREWS, JAMES, Birmingham, Brass Caster Birmingham Pet Mar 30 Ord April 8
 ASTON, ARTHUR JOHN, Harborne, Staffs, formerly Buton Manufacturer Birmingham Pet April 5 Ord April 6
 ATTON, ROBERT PEARSON, Stamford, of no occupation Peterborough Pet April 6 Ord April 7
 BARUGH, THOMAS, Middlesborough, Milk-seller Middlesborough Pet April 5 Ord April 5
 CALIS, CHARLES WILLIAM, Chorley, Lancs, Solicitor Bolton Pet Mar 1 Ord April 6
 CLARKE, HENRY JAMES, Jenner rd, Stoke Newington, late Publican High Court Pet Nov 3 Ord April 6
 CLARKE, JAMES, Thornton Heath, Surrey, Builder Croydon Pet Jan 25 Ord Mar 29
 DOMSALLA, ADOLPHUS AMANDUS, Curtain rd, Shoreditch, Cabinet Maker High Court Pet April 5 Ord April 6
 EVANS, THEOPHILUS, Trebarris, Glam, Contractor Merthyr Tydfil Pet April 7 Ord April 7
 FULCHER, WILLIAM WERTER, Palgrave, Suffolk, Farmer Ipswich Pet April 8 Ord April 8
 GALE, JOHN HENRY, Leeds, Provision Dealer Leeds Pet April 6 Ord April 6
 GRAHAM, ROBERT MILLER, Baitow in Furness, Joiner Baitow in Furness Pet Feb 27 Ord Mar 13
 GREENLY, ALFRED PICKNEY, 57 Leonard's on Sea, Licensed Victualler Hastings Pet Mar 28 Ord April 7
 HARRIS, ALBERT GEORGE, Abbotswell, Devon, Baker Exeter Pet April 6 Ord April 6
 HODGSON, JAMES, and EDWARD SHEARD, sen, Blackpool, Plumbers Preston Pet Mar 21 Ord April 7
 HOLLAND, ROBERT SILVESTER, Hadfield, Derbyshire, Mechanic Ashdon under Lyne and Stalybridge Pet Mar 29 Ord April 6
 HUTCHINSON, JAMES, Llanfairpwllgwyngyll, Anglesey, Licensed Victualler Bangor Pet Mar 27 Ord April 7
 JAMES, DAVID, Camden sq, Camberwell, of no occupation High Court Pet Jan 31 Ord April 6
 JEFFREYS, JOSEPH, Roxborough, Moseley, Worcs, Outfitter Birmingham Pet Feb 28 Ord April 7
 KIRBY, THOMAS, Scholes, nr Leeds, Lithographer Leeds Pet April 7 Ord April 7
 LEVY, MARK, St John st, Clerkenwell, Clothier High Court Pet April 8 Ord April 8
 MADKINS, EDWARD, Birmingham, Insurance Agent Birmingham Pet Mar 27 Ord April 8
 MARFELL, JONATHAN, formerly of Bishops Cleeve, Glos, Baker Cheltenham Pet Mar 7 Ord April 6
 MARSHALL, WILLIAM, Baitow in Furness, Tobaccoist Baitow in Furness Pet April 6 Ord April 6
 MARTIN, ROBERT HENRY, Leeds, Lithographer Leeds Pet April 7 Ord April 7
 MERRELL, ELIZABETH, Alcester, Warwickshire, Widow Warwick Pet Feb 28 Ord April 1
 MUSKOTON, TOM, Bournemouth, Butcher Poole Pet April 6 Ord April 6
 PATRICK, WILLIAM, Blacksteeds, Lancs, Mill Puff Manufacturer Oldham Pet April 6 Ord April 6
 RIDER, HARRY, Leeds, Lithographer Leeds Pet April 7 Ord April 7
 RUSHWORTH, ALLAN, West Hartlepool, Painter Sunderland Pet April 5 Ord April 5
 SCOON, WILLIAM, Tweedmouth, Northumbria, Cattle Salesman Newcastle on Tyne Pet Mar 14 Ord April 6

SCOTT, GEORGE, and THOMAS GEORGE STIRRAY, Liverpool, Provision Merchants Liverpool Pet Mar 21 Ord April 5
 SIMPSON, WILLIAM, Huddersfield, Yarn Spinner Huddersfield Pet Mar 24 Ord April 7
 SKIFFERS, DAVID, Dewsbury, Joiner Dewsbury Pet April 6 Ord April 6
 SMITH, HENRY SAMUEL, late of Brighton, Grocer Brighton Pet April 5 Ord April 8
 SMITH, ROBERT, Yeadon, Yorks, Woollen Manufacturer Leeds Pet Mar 29 Ord April 6
 SPARLING, ROBERT HART, Stowmarket, Baker Bury St. Edmunds Pet April 7 Ord April 7
 STOKY, JOHN FREDERICK, Winchester House, Commission Agent High Court Pet Mar 9 Ord April 6
 WALLINGTON, BRIGHT, Dawlish, Devon, Boarding House Keeper Exeter Pet April 7 Ord April 7
 WATKIN, GEORGE THOMAS, and ROBERT HENRY WATKIN, Leeds, Painters Leeds Pet April 6 Ord April 6
 WEBB, WALTER, Bedford, Dairyman Bedford Pet April 7 Ord April 7
 WHITE, ROBERT HENRY, Leeds, Optician Leeds Pet Mar 9 Ord April 6
 WILLIAMS, JOHN EDWARD, Llanelwedd, Radnorshire, Schoolmaster Newtown Pet April 5 Ord April 5
 YOUNG, CUNLTON, and JOHN HENRY BENNETT WILCOCK, late Bristol, Mineral Water Manufacturers Bristol Pet April 7 Ord April 7

SALES OF ENSUING WEEK.

April 17 and 18.—Messrs. THOMAS EDWARDS & SONS, at the Town Hall, Newcastle-under-Lyme, Freehold and Copyhold Properties (see advertisement, April 8, p. 4).
 April 19.—Messrs. FURBER, PRICE, & FURBER, at the Mart, E.C., at 2 o'clock, Reversion (see advertisement, April 1, p. 4).
 April 19, 20, and 21.—Messrs. THOMAS EDWARDS & SONS, at the Town Hall, Longton, Freehold Ground-Rents (see advertisement, April 8, p. 4).
 April 20.—Messrs. FAREBROTHER, ELLIS, CLARK, & CO., at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, this week, p. 4).
 April 21.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Investments (see advertisement, this week, p. 4).
 April 21.—Messrs. JONES, LANG, & CO., at the Mart, E.C., at 2 o'clock, Freehold Ground-rent (see advertisement, April 8, p. 4).

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. 0d.; by Post, 28s. 0d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

EDE AND SON,

ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns

ESTABLISHED 1869.

94, CHANCERY LANE, LONDON.

Re W. Kingham, deceased.—Long Leasehold Ground-rents, producing a profit rental of £180 per annum. In Lots.

MESSRS. FOSTER respectfully announce for SALE by AUCTION (by direction of Trustees), at the MART, Tokenhouse-yard, on TUESDAY, the 23rd APRIL, at ONE o'clock precisely, in Lots, improved GROUND-RENTS, amounting to £205 8s., most amply secured on 32 Houses in Fentiman-road, Loughborough-road and St. James's-road, Brixton, held for terms of which about 35 years are unexpired at ground-rents amounting to £25 8s.

Particulars and conditions of sale may shortly be had of Messrs. Ford, Lloyd, Bartlett, & Michelson, Solicitors, 38, Bloomsbury-square; at the Mart; and of Messrs. Foster, 54, Pall-mall.

REVERSIONS, ANNUITIES, LIFE INTERESTS, LIFE POLICIES, &c.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.), Land and Reversion Valuers and Auctioneers, may be consulted upon all questions appertaining to the above interests. Their Periodical Sales (established by the late Mr. H. E. Marsh in 1843) occur on the First Thursday in each Month throughout the year, and are the recognised medium for realizing this description of property. Advances made, if required, pending completion, or permanent mortgages negotiated.—Address, 6, Poultry, London, E.C.

MESSRS. ROBT. W. MANN & SON, SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS, ROBT. W. MANN, F.S.I., THOMAS R. RANSON, F.S.I., J. BARNARD MANN, F.S.I., W. H. MANN, 2, Lower Grosvenor-place, Eaton-square, S.W., and 82, Lowndes-street, Belgrave-square, S.W.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

FREEHOLD GROUND-RENTS of £450 to pay 4½ per cent.; can be divided into 8 parts; also a number of others to pay 4½ and 5 per cent.; purchase-money from £600 to £3,000.—Particulars of TRUSTEE, 154, Leadenhall-street, E.C.

FREEHOLD GROUND-RENT Wanted, for a large fund; 27 to 33 years' purchase will be given for well-secured parcels; also Leasehold from 20 to 25 years' purchase.—Apply to Messrs. E. O. PRESTON & Co., 4, Tokenhouse-buildings, Bank of England, London.

TRUST MONEYS.—To Solicitors, Trustees, and others who have Trust Moneys against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—M. LEON, Mortgage Broker, Broad-street-avenue, London, E.C.

MORTGAGE SECURITIES WANTED, for the Investment of a large Trust Fund; Freeholds or Long Leaseholds.—Particulars to be sent to BEAN, BURNETT, & ELDRIDGE, Surveyors, 14, Nicholas-lane, London, E.C.

LAW.—Large well-appointed Office, on a Ground Floor in Chancery-lane, to be Let by a firm of Solicitors who have taken the suite, and have at present no use for the room; separate entrance, electric light, and arrangements could be made for the use of the clerk's office; very moderate rent.—Apply to LEX, 70, Chancery-lane, W.C.

CLERK (aged 33), 16 years' London experience wishes to arrange for 3 years' Articles (country office); terms as to premium or salary to S., 117, Chancery-lane, London.

A BARRISTER-AT-LAW Prepares Candidates for the Solicitors' Intermediate, Final, and Honours Examinations; also for the Bar Examinations, in Chambers or by Correspondence; individual tuition.—Address LEX, 2nd Floor North, 13, Old-square, Lincoln's-inn.

LAND REGISTRY—MIDDLESEX DEEDS DEPARTMENT.

NOTICE OF REMOVAL.

On and after Monday, the 24th inst., the business of this Department will be conducted at No. 33, LINCOLN'S-INN-FIELDS.
 J. E. ANSELL, Chief Clerk.
 12th April, 1893.

CHARING CROSS HOSPITAL MEDICAL SCHOOL.

The SUMMER SESSION will Commence on MONDAY, MAY 1.

ONE ENTRANCE SCHOLARSHIP of the value of 120 guineas, and TWO of 60 guineas are awarded annually also many other Scholarships, Medals, and Prizes. Students who join in summer have the same privileges as regards Scholarships, &c., as Students joining in October of the same year.

FEES.—For the five years' curriculum of study required by the various Examining Bodies and for hospital practice, 110 guineas in one sum, or 121 guineas in five instalments. The composition fee for Dental Students is 54 guineas, or 60 guineas, payable in two instalments of 30 guineas each. A proportionate reduction of the above Fees will be made to those Students who have completed part of the curriculum elsewhere.

Charing Cross Hospital is within three minutes' walk of the Dental Hospital of London, and the hours of Lectures are arranged to suit the convenience of Dental Students.

The Hospital and School are situated within two minutes of Charing Cross Stations, South-Eastern and District Railways.

A Prospectus, containing all information, will be forwarded on application to the Secretary, Mr. J. Francis Pink, at the Office of the School, 62 to 63, Chandos-street, Charing Cross, between the hours of 10 and 4.

STANLEY BOYD, Dean.

Special Advantages to Private Insurers.

THE IMPERIAL INSURANCE COMPANY LIMITED, FIRE.

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.
 Subscribed Capital, £1,200,000; Paid-up, £300,000.
 Total Funds £1,600,000.

E. COZENS SMITH,
 General Manager.

THE REVERSIONARY INTEREST SOCIETY, LIMITED

(ESTABLISHED 1833).

Purchase Reversionary Interests in Real and Personal Property, and Life Interests, and Life Policies, and Advance Money upon these Securities.—17, King's Arms-yard, Coleman-street, E.C.

THE EQUITABLE FIRE AND ACCIDENT OFFICE, LIMITED.

MANCHESTER, LONDON, GLASGOW.

CAPITAL	...	...	...	£405,545.
ANNUAL INCOME (1891) over	...	...	...	£140,000.
SECURITY TO INSURED, over	...	...	...	£480,000.

AGENCY.—Gentlemen who can introduce SOUND BUSINESS invited to apply for Agency.

SPECIAL FEATURE in Accident Department.—ONE PREMIUM returned EVERY FIFTH YEAR to those who have made no claim.

D. R. PATTERSON, Manager and Secretary.

SUN

INSURANCE OFFICE, Founded 1710.

LAW COURTS BRANCH,
 40, CHANCERY LANE, W.C.,
 A. W. COUSINS,
 District Manager.

(FIRE)
 SUN INSURED in 1891, £373,700,000.

WAUKENPHAST,

60, HAYMARKET, LONDON, S.W.

Hand Sewn Boots and Shoes of the highest class for Ladies and Gentlemen always ready. Riding and Military Boots of all kinds.

WAUKENPHAST, Ltd.,

Haymarket, S.W. 37, King William Street, London Bridge, E.C. 453, Oxford Street, W.



